

**Final Report
Town of Tyngsborough
Insurance Committee
25 Bryants Lane
Tyngsborough, MA 01879**

September 26th, 2011

From: Insurance Committee

To: Board of Selectmen

CC: School Committee
Finance Committee

RE: Recommendations on Health, Casualty and Liability Insurance provided or used by the Town of Tyngsborough.

The Committee believes it has fulfilled its charge and that it may now be disbanded.

1. Summary Description of Committee and Mission
2. Health Insurance Summary of Findings and Recommendations
3. Property and Casualty Insurance Summary of Findings and Recommendations
4. Documents and Literature
5. Meeting Minutes

Summary Description of Committee and Mission

1. **The Insurance Committee (IC):** is providing this final report with its findings and recommendations based on the Committees research completed over the past several months. Cost of service and sufficiency of product coverage were significant considerations driving recommendations made to the Board of Selectmen.
2. **Purpose of the Committee:** The Tyngsborough Insurance Committee was responsible for reviewing all matters of insurance in the Town of Tyngsborough and making recommendations and a written report to the Board of Selectmen (BOS) to types of coverage, adequacy, alternatives, etc. The scope of Town of Tyngsborough insurance to be reviewed and recommendations made to the BOS would include, but is not limited to: Health Insurance, Liability Insurance (Vehicle, Building), Long and Short Term Disability Insurance, Life Insurance, General Insurance, etc.

The Tyngsborough Insurance Committee consists of five (5) members, made up of one (1) Board of Selectmen, one (1) Finance Committee, one (1) School Committee, and up to two (2) Residents of Tyngsborough. The Board of Selectmen will appoint a Board of Selectmen member to represent the Board of Selectmen and will appoint the Resident(s) of Tyngsborough. The Finance Committee and School Committee are responsible for appointing a member from their respective Boards.

3. **Committee Members:** The IC members are Robert Jackson (Board of Selectmen), Burt Buchman who replaced Jeff Hunt (School Committee), Linda Geyer (Finance Committee), Chris Casey (Resident), and Paul Patalano (Resident).
4. **Significant Contributors:** Michael Gilleberto (Town Administrator), Don Ciampa (Superintendent of Schools), Jeff Hunt (School Committee).
5. **Definitions:**
 - *Town* refers to the Town of Tyngsborough
 - *Town Employee(s)* refers to all individuals employed by the Town of Tyngsborough

Health Insurance Summary of Findings and Recommendations

1. **Findings:** Minuteman Nashoba Health Group representative Vice President Carol Cormier attended the IC March 16th, 2011 meeting to discuss and explain the group benefits strategies used by Minuteman. Minuteman Nashoba Health Group is the current provider of health insurance benefits to the Town of Tyngsborough Employees.

It was realized from discussion with Carol Cormier that the range of health insurance plans offered by Minuteman Nashoba Health Group did not all need to be made available to Town Employees as is the current practice by the Town. The IC was instructed by Carol Cormier that unless specific plans were described in employee contracts, the Town could limit the number of plans available to Town Employees. The Town does not have to offer all plans provided by Minuteman Nashoba. This information was confirmed by Town Labor Council Darren Klein.

The health care plans provided by Nashoba vary considerably in cost of plan; this cost being shared by the employee and Town. Carol informed the Insurance Committee that the majority of Town Employees subscribe to the most costly plans, and Minuteman Nashoba Health Group analysis indicates only a few participants use the benefits offered. Carol described this practice as expensive to the employee and Town.

Carol educated the IC on the Rate-Saver plan offered by Nashoba. The Rate-Saver Health Insurance plan is currently available to Town Employees. This plan, by contract through Minuteman Nashoba Health Group and with the Town, must be

offered at a premium reduction of fifteen percent (15%) less than the cost of the next lowest priced plan offered through Minuteman Nashoba.

For FY12, if all Town Employees were enrolled in only the Rate-Saver plan, the Towns portion of the health care premium would be reduced by approximately \$600,000.00. Carol also pointed out that the Rate-Saver plan offers a generous benefit package, one that she indicated is comparable or better than most plans offered to employees that work in the private sector.

Current health plans provided by Minuteman Nashoba Health Group and offered through the Town were sent to a broker for the purpose of obtaining a cost for service bid for the same type of coverage/service/etc. from the private insurance sector. The Town, Minuteman Nashoba Health Group and Louisa Bolick (health insurance broker) worked together and shared information to expedite this process. A Medical Plan Review summary for the Town of Tyngsborough, prepared by Louisa Bolick, was prepared and discussed. The report is a high-level and preliminary analysis of the Towns current health plan offering along with historical reference. The information provided in the report yielded the following:

- Comparing Tyngsborough's actual paid claims to the funding rates supplied for FY2011, it would appear Tyngsborough-specific costs are lower overall than the MNHG funding rates. This suggests that the Tyngsborough claims experience is more favorable than the experience of the other MNHG members.
- Are deductible levels appropriate for Tyngsborough?
- Are deductible levels exposing the group to high claim fluctuations?
- What happens to any surplus actual costs vs. funding rates?

Carol Cormier from Minuteman Nashoba Health Group did offer her opinion by cautioning that potential first year savings from a broker may be outweighed by future years cost increases. The rationale for this she said was the Towns buying power would be based entirely on the Towns small demographic pool and not the larger group that Nashoba represents. In the event of a costly claim payout for service, the cost of the Towns plan would increase significantly with a small population pool as opposed to spreading the cost out over a larger population pool like Nashoba's.

Recommendations: Town Employees should be offered only the Rate-Saver Health Insurance plan structure for FY 2012 and beyond. In addition, effective the acceptance of this report, all new employees are offered only the Rate-Saver Health Insurance Plan. If employees wish to stay/change to a health plan offered through Minuteman Nashoba but not available from the Town anymore (a plan different than the Rate-Saver plan) then the Town Employees should be allowed by the Town the provision to obtain the different health plan providing the Town Employee pays the difference between the Towns cost for the Rate-Saver plan and the other chosen health insurance plan. This option must be cost neutral to the Town. Additionally, Flexible Spending Account opportunities should be investigated and implemented to

help offset Town Employee's with increased deductibles and co-payments by using pre-taxed dollars. This type of benefit can also be utilized to help with the costs medications, eyewear and even day care. And finally, that the Town establish a migration plan (for health insurance) with an incentive fund to cover deductibles, coinsurance, etc.

Obtaining a cost for service bid for the same type of health plan coverage/service/etc. offered through the Town by Minuteman Nashoba from the private insurance sector was not completed at the writing of this report, however Louisa Bolick suggested that the Town should consider directly approaching each of its current carriers (as well as BCBS) and request stand-alone fully insured rates. Each carrier would want to quote the entire population, so in the end there would be one carrier rather than three. Also, carriers would be limited in the number of plans they offer (likely no more than three). Another alternative to explore suggested by Louisa is the Massachusetts GIC benefits plan. Continued attention by the Board of Selectmen and Town Administrator should be given to these options in January 2012 and evaluated to understand if having health care coverage provided to the Town by a broker or using the GIC plan is a viable long term cost control measure.

2. **Finding:** Dental insurance is not uniformly offered to all departments.

Recommendation: For fairness, it was recommended that policy be put in place to provide all Town employees with uniform access to dental insurance coverage.

3. **Finding:** MNHG is considering adding a 'GIC like' plan offering to their current health plan structure. It is assumed that this plan would be offered at a lower cost compared to the Rate-Saver plan. No specific information was available at the time of the meeting, nor the writing of this report.

Recommendation: Continued attention by the Board of Selectmen and Town Administrator should be given to the 'GIC like' plan offering option becoming available and evaluate it to understand if using this option for health care coverage is a viable long term cost control measure.

Property and Casualty Insurance Summary of Findings and Recommendations

1. **Finding:** The Town currently uses the Massachusetts Interlocal Insurance Association (MIIA) for property and casualty insurance and has a contract with MIIA through 2012.

Travelers Account Executive Chris Lacher, an expert on property and casualty insurance, met with the Insurance Committee on April 13th, 2011 to discuss Property and Casualty Insurance opportunities. Chris described options for municipalities to purchase property and casualty insurance policies, such as MIIA (direct option) or through independent agents (i.e. Travelers).

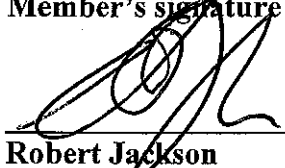
Chris discussed the various types of coverage's, needs for proper coverage, yet not overpaying. It was agreed by the IC that a Risk Control Consultant would come to Tyngsborough, meet with Department Heads, Town Administrator and School Superintendent to assess insurance needs and provide a quote. A Risk Control Administrator did meet with the Town but an assessment and quote was not available at the writing of this report.

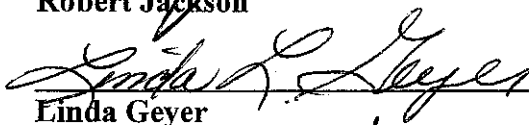
2. **Recommendations:** This process was not completed at the writing of this report and could be interpreted that there is not interest by the private sector to pursue this option at this time. Attention by the Board of Selectmen and Town Administrator should be given to the option of obtaining private sector insurance or the modification of our current policy with MIIA in January 2012. The policies should be evaluated to understand if having property and casualty coverage provided to the Town by a broker or continuing through MIIA is a viable long term cost control measure.

IIIA, our current carrier, should conduct a *Risk Control Assessment* study for property and casualty insurance in the Town. The assessment would include, but not be limited to, verification of adequacy of insurance coverage (too much, too little, correct amount) for buildings, property, equipment and other assets. Also to be reviewed should be deductible amounts, replacement value vs. cash value, etc... This information when complete should be provided to the BOS for analysis.

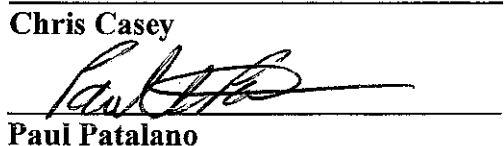
The information obtained through the *Risk Control Assessment* should be used to verify current coverage and costs associated with MIIA are the correct fit for Tyngsborough and that the Town's risks are being properly managed. This information should also be used to tailor the best cost and coverage for Tyngsborough at a managed cost.

Member's signature of acceptance:


Robert Jackson


Linda Geyer


Burt Buchman


Paul Patalano

Meeting Minutes:

**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
March 02, 2011

Members Present: Bob Jackson, Jeff Hunt, Linda Geyer, Chris Casey

Members Absent: Paul Patalano

Other Attendees: Burt Buchman, Don Ciampa

Meeting opened at 6:40PM.

1. Brief discussion about educational material provided by the town to the committee regarding Town insurance.
2. Burt spoke about MNHG's and how the expenses are greater in this plan compared to other pooled health benefit plans due to the population in this particular plan as being older when compared to a larger demographic.
3. Group discussion about having the current coverage health plan sent to a broker for the purpose of obtaining a cost for service bid for same type of coverage/service/etc. If cost is less, and we can change over, this may also provide in future years the opportunity to add flexible spending accounts, better variety of plan types, etc.
4. Question was raised as to how we go about getting a bid on insurance for a municipality?
5. What is the cost to change plans? There is/may be a cost to get out of our current plan. Legal costs, paperwork, etc.
6. Discussion that we should speak with Town Council or Labor Council to find out if it is acceptable for us (IC) to go out and get insurance quotes.
7. What type of health insurance coverage does Chelmsford have? Discussion came up as the teachers just signed a new contract with new insurance language.
8. Question was raised: what would happen if we were to break our current contract? In the contract, we renew on 5/31, must give 60 days notice of intent to leave, that may not give us time to pursue any options this year.
9. Can we buy employees out of there insurance, i.e. can we offer employee money not to take, or to not renew on the Towns plan? Is this legal? Can it be perceived as discriminatory?

Meetings Ended: 7:55PM.

Next scheduled meeting is March, 16th, 2011

**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
March 16, 2011

Members Present: Bob Jackson, Jeff Hunt, Linda Geyer, Chris Casey, Paul Patalano

Other Attendees: Burt Buchman, Don Ciampa, Kerry Colburn-Dion, Gloria Clancy,
Michael Gilleberto

Meeting opened at 6:40PM.

1. Minuteman Nashoba Health Group representative Vice President Carol Cormier attended the IC meeting to discuss and explain the group benefits strategies used by Minuteman. Minuteman is the current provider of health insurance benefits to the Town of Tyngsborough employees.
2. Interactive discussion occurred during and after the presentation.
3. Meeting minutes from March 16th, 2011 were approved 4-0-1.
4. Paul will try and bring an expert on property insurance to our next scheduled meeting for educational and interactive learning opportunities.

Meeting Ended: 8:15PM.

Next scheduled meeting is March, 30th, 2011

**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
March 30, 2011

Members Present: Bob Jackson, Jeff Hunt, Chris Casey, Paul Patalano

Members Absent: Linda Geyer

Other Attendees: Burt Buchman, Don Ciampa, Michael Gilleberto

Meeting opened at 6:30PM.

1. Private health insurance quote is still outstanding. Michael put Louisa Bolick (insurance agent identified by Chris Casey) in direct contact with Carol Cormier (Minuteman Nashoba). This is in an attempt to expedite the process.
2. Town labor council will advise IC in the next few days if the Town can limit the health insurance offers through Nashoba without negotiations or if it should be with negotiations. School committee members and superintendent will also be advised by school department labor council and share findings.
3. Interactive discussion about limiting health insurance options, migration plan, incentives to migrate and a fund to offset additional employee costs if limiting health insurance or migration options are entertained.
4. A motion by Jeff Hunt and seconded by Bob Jackson that the town and schools move to a single rate-saver (health insurance) plan structure for FY 2012, subject to the opinion of town/school labor counsel.
5. A motion by Bob Jackson and seconded by Chris Casey that effective 7/1/2011 all new employees are offered only rate-saver (health insurance), subject to the opinion of town/school labor counsel.
6. A motion by Jeff Hunt and seconded by Paul Patalano that the town and schools establish a migration plan (for health insurance) with an incentive fund to cover deductibles, coinsurance, etc, subject to the opinion of town/school labor counsel.
7. Meeting minutes from March 16th, 2011 were approved 4-0-1.
8. Paul will try and bring an expert on property insurance (Traveler Insurance Agent) to our next scheduled meeting for educational and interactive learning opportunities.

Meeting Ended: 7:00PM.

Next scheduled meeting is April 13, 2011

**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
April 13, 2011

Members Present: Bob Jackson, Paul Patalano, Linda Geyer

Members Absent: Jeff Hunt, Chris Casey

Other Attendees: Burt Buchman, Don Ciampa, Michael Gilleberto

Meeting opened at 6:30PM.

1. Travelers Account Executive Chris Lacher, an expert on property and casualty insurance, met with the IC for educational and interactive learning opportunities. Paul Patalano was the contact who brought Chris to speak at the IC meeting. Chris described options for municipalities to purchase property and casualty insurance policies, such as MIA (direct option) or through independent agents (Travelers). Chris spoke of various types of coverage's, educating the IC on needs for proper coverage, yet not overpaying.
2. It was agreed by the IC that a Risk Control Consultant would come to Tyngsborough, meet with Department Heads, Town Administrator and School Superintendent to assess insurance needs and provide a quote.

Meeting Ended: 8:30PM.

Next scheduled meeting is May 11, 2011

**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
August 02, 2011

Members Present: Bob Jackson, Paul Patalano, Linda Geyer, Chris Casey

Members Absent: Jeff Hunt

Other Attendees: Burt Buchman, Michael Gilleberto

Meeting opened at 6:05PM.

1. A motion by Linda Geyer to allow other health plans offered through Minuteman Nashoba, in addition to the Rate-Saver plan, to be offered to Town Employees by the Town with the provision that the employees pay the difference between the Towns cost for the Rate-Saver plan and the other chosen health plan. This option must be cost neutral to the Town. The motion was seconded by Bob Jackson. This motion passed 4-0.
2. The Committee was informed that the Town has a contract with the Massachusetts Interlocal Insurance Association (MIIA) for property and casualty insurance through 2012.

3. Roundtable discussion about the content of the draft final report document occurred. A revised draft document will be prepared.
4. Discussion on the private market quotes for health, liability and casualty insurance occurred. These quotes have not been realized to date. The Committee decided it will wait until the reports are available, can be discussed and then incorporated into a final report prior to the disbandment of the Committee.

Meeting Ended: 7:25PM.

**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
September 07, 2011

Members Present: Bob Jackson, Paul Patalano, Linda Geyer

Members Absent: Jeff Hunt, Chris Casey

Other Attendees: Burt Buchman, Michael Gilleberto

Meeting opened at 6:40PM.

1. Medical plan review summary for the Town of Tyngsborough prepared by Louisa Bolick (health insurance annalist) was discussed. The report is a high-level and preliminary analysis of the Towns current health plan offering along with historical reference. The information provided in the report supported the IC vote to request the BOS to move towards offering only the Rate-Saver plan provided through Nashoba.
2. Notification was made that Minuteman Nashoba is considering adding a 'GIC like' plan offering to their current health plan structure. It is assumed that this plan would be offered at a lower cost compared to the Rate-Saver plan. No specific information was available at the time of the meeting.
3. Additional discussion occurred for the need to review all matters of insurance at no more than every other year intervals.
4. The Committee requested that MIIA conduct a *Risk Control Assessment* study for property and casualty insurance in the Town. The assessment would include, but not be limited to, verification of adequacy of insurance coverage (too much, too little, correct amount) for buildings, property, equipment and other assets. Also to be reviewed are deductible amounts, replacement value vs. cash value, etc... This

information when complete will be provided to the BOS for analysis. Motion was made by Bob, seconded by Linda, with a 3-0 vote.

5. Discussion occurred on dental insurance. The discussion centered on some departments having access to dental insurance while others do not. For fairness, it was recommended that policy be put in place to provide all Town employees with uniform access to dental insurance coverage.
6. Roundtable discussion about the content of the draft final report document occurred. A revised draft document will be prepared with the expectation of voting to accept at the final meeting.
7. Final meeting is planed for September 19th, 2011.
8. The IC wants to come before the BOS to present the final report to the BOS and residents.

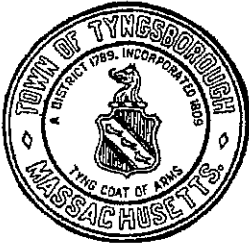
Meeting Ended: 8:03PM.

Tyngsborough Insurance Committee -- 2011

Supporting Documentation

(presented chronologically)

- Memorandum from the Town Administrator regarding the creation of the Tyngsborough Insurance Committee
- FY 2011 Insurance Budgets
- Town offered life insurance policies
- Town health insurance policy summaries and schedules
- Massachusetts Interlocal Insurance Association property/casualty/liability insurance policies
- Worker's Compensation insurance policy
- MIIA insurance offering summary
- Chelmsford Health Insurance offering information
- Tyngsborough Health Insurance rate schedules
- Minuteman Nashoba overview presentation
- Minuteman Nashoba Health Insurance Joint Purchasing agreement
- Letter to the Editor regarding deficits in nonunion states
- Travellers Insurance presentation



TOWN OF TYNGSBOROUGH


Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

FROM: Michael P. Gilleberto, Town Administrator 

TO: Finance Committee
School Committee

DATE: December 8, 2010

RE: Insurance Committee

On Monday, December 6, 2010, the Board of Selectmen voted to establish the Tyngsborough Insurance Committee. Below please find information concerning this committee:

Mission Statement for Tyngsborough Insurance Committee (TIC)

The Tyngsborough Insurance Committee consists of five (5) members, made up of one (1) Board of Selectmen, one (1) Finance Committee, (1) School Committee, and up to two (2) Residents of Tyngsborough. The Board of Selectmen will appoint a Board of Selectmen member to represent the Board of Selectmen and will appoint the Resident(s) of Tyngsborough. The Finance Committee and School Committee are responsible for appointing a member from their respective Boards.

The Tyngsborough Insurance Committee is responsible for reviewing all matters of insurance in the Town of Tyngsborough and making recommendations and a written report to the Board of Selectmen to types of coverage, adequacy, alternatives, etc. The scope of Town of Tyngsborough insurance to be reviewed and recommendations made to the BOS would include, but is not limited to: Health Insurance, Liability Insurance (Vehicle, Building), Long and Short Term Disability Insurance, Life Insurance, General Insurance, etc.

The Finance Committee is requested to submit the name of one member to participate.

Thank you.

cc: Board of Selectmen

mission Statement for Tyngsborough Insurance Committee (TIC)

The Tyngsborough Insurance Committee consists of five (5) members, made up of one (1) Board of Selectmen, one (1) Finance Committee, (1) School Committee, and up to two (2) Residents of Tyngsborough. The Board of Selectmen will appoint a Board of Selectmen member to represent the Board of Selectmen and will appoint the Resident(s) of Tyngsborough. The Finance Committee and School Committee are responsible for appointing a member from their respective Boards.

The Tyngsborough Insurance Committee is responsible for reviewing all matters of insurance in the Town of Tyngsborough and making recommendations and a written report to the Board of Selectmen to types of coverage, adequacy, alternatives, etc. The scope of Town of Tyngsborough insurance to be reviewed and recommendations made to the BOS would include, but is not limited to: Health Insurance, Liability Insurance (Vehicle, Building), Long and Short Term Disability Insurance, Life Insurance, General Insurance, etc.



Michael Gilleberto <mgilleberto@tyngsboroughma.gov>

Insurance Committee first meeting

Michael P. Gilleberto <mgilleberto@tyngsboroughma.gov>

Fri, Jan 28, 2011 at 4:22 PM

To: Robert Jackson <rjackson@tyngsboroughma.gov>, jeffrey.hunt@tyngsboroughps.org,
Christopher.Casey@ironmountain.com, paul971pp@gmail.com, lgeyer@verizon.net

Cc: Therese Gay <tgay@tyngsboroughma.gov>

Members of the Insurance Committee:

Attached please find information for your review in advance of Wednesday's meeting. I offer the following:

- Accounting sheets that show the amount of money appropriated on various insurance policies for Fiscal Year 2011
- A report of the Town Treasurer regarding health, life, disability, and worker's compensation insurance
- Information on property and casualty insurance, including premiums and vehicle/property inventory
- Information on liability insurance

Additional information regarding Police and Fire accident insurance is forthcoming. Hard copies of all information will be available Wednesday evening.

See you all Wednesday evening at 6:30 pm.

Michael

[Quoted text hidden]

Michael P. Gilleberto
Town Administrator
Town of Tyngsborough

Insurance Committee initial package.pdf
3966K

Town of Tyngsborough
Department Budget Request
Fiscal 2011 Budget Worksheet

Account Number/Department		2008 Expended	2009 Expended	2010 Appropriated	2011 Dept Request	Approved Budget
Department 910 - Employee Benefits						
001-910-5171-000	County Retirement Fund	886,339.00	986,786.00	1,107,552.00	1,134,680.00	
001-910-5172-000	Worker's Compensation Insurance	97,274.50	95,637.00	104,000.00	108,160.00	
001-910-5173-000	Unemployment Payments	16,619.27	106,614.90	45,000.00	211,139.00	
001-910-5174-000	Health Insurance	2,961,189.43	2,692,152.10	3,253,990.00	3,539,874.00	
001-910-5175-000	Life Insurance	2,578.30	2,538.57	3,000.00	3,280.00	
001-910-5176-000	FICA	231,880.50	232,362.25	265,000.00	275,600.00	
Salaries & Wages		4,195,881.00	4,116,090.82	4,778,542.00	5,272,733.00	
Totals Dept 910 - Employee Benefits		4,195,881.00	4,116,090.82	4,778,542.00	5,272,733.00	

Town of Tyngsborough
Department Budget Request
Fiscal 2011 Budget Worksheet

Account Number/Department		2008 Expended	2009 Expended	2010 Appropriated	2011 Dept Request	Approved Budget
Department 940 - Other Unclassified						
001-940-5745-000	Ins Premiums - Property & Liability	143,912.00	136,734.00	155,000.00	159,651.00	_____
001-940-5746-000	Ins Premiums - Fire Accident	26,442.00	26,728.00	33,194.00	35,186.00	_____
001-940-5747-000	Ins Premiums - Police Accident	33,040.00	44,303.00	46,519.00	49,310.00	_____
Expenses		203,394.00	207,765.00	234,713.00	244,147.00	_____
Totals Dept 940 - Other Unclassified		203,394.00	207,765.00	234,713.00	244,147.00	_____



Michael Gilleberto <mgilleberto@tyngsboroughma.gov>

Insurance information

Kerry Colburn-Dion <kcolburn@tyngsboroughma.gov>

Mon, Jan 24, 2011 at 11:54 AM

To: "Michael P. Gilleberto" <mgilleberto@tyngsboroughma.gov>

Michael,






An overview of all insurance offerings is attached, as well as detail on those items that the Town contributes to or pays for.

Kerry

--
Kerry Colburn-Dion
Treasurer
Town of Tyngsborough
25 Bryants Lane
Tyngsborough, MA 01879
978-649-2300 Ext.125
978-649-2327 Fax
kcolburn@tyngsboroughma.gov

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5 attachments

-  **Insurance overview 2011.doc**
129K
-  **AIG Group Life Policy and premium 2011.pdf**
86K
-  **Health Care Comparison Charts and Rates 2011.pdf**
862K
-  **Penkala Insurance Optional Insurance Rep..pdf**
40K
-  **Worker's Comp Premium Analysis 2008-2011.pdf**
79K

American General

Life Companies

March 17, 2010

Town of Tyngsborough
Attn: Gloria Clancy
25 Bryants Lane
Tyngsborough, MA 01879

RE: Life and AD&D Renewal – Policy No: G251327
Renewal Period: 6/1/2010 -06/01/2011

We appreciate and value the relationship that we have had with you over the years. We value the confidence you place in us, and work every day to be the best and most customer-focused company in employee benefits today. Your group life and AD&D (for active employees only) renewal is June 1, 2010. Our underwriters have carefully considered any changes in the demographics; the average age is 53, the retiree population accounts for 28% of the population. **We have determined that no rate increase would be necessary.**

As a reminder, I am your main point of contact within American General to help ensure you receive outstanding service. I look forward to developing and maintaining a strong and long-standing relationship with you. As your Account Manager, look to me for assistance with questions or concerns you may have about your American General group insurance policy, especially:

- Renewal of current plan
- Addition of New Lines of Coverage – **Supplemental Life, Voluntary Life, Vision or an increase in life insurance**
- Service Assistance (benefits, billing, claims, policies and procedures)

Should you have any questions concerning this renewal, additional coverages, or any other aspect of your group insurance plan, please feel free to contact me.

Sincerely,



Ciarra Lodin, CLU
Account Manager
Phone: 212-709-6691 / Ciarra.Lodin@aig.com

American General
Life Companies

Town of Tyngsborough

Renewal Effective June 1, 2010

Next Renewal June 1, 2011

Coverage	Existing Rate	Renewal Rate	Rate Basis
Life	\$.471	\$.471	Per \$1000
AD&D	\$.052	\$.52	Per \$1,000

Proposal for employees of:

Town of Tyngsborough

Presented by:
Boston Regional

Product(s) Illustrated:

AIG Group Term Life
AIG Group AD&D
AIG Group Supplemental Life
AIG Voluntary Vision

Proposal prepared on April 27, 2009
Proposal effective for June 1, 2009
Proposal valid through May 1, 2009
State of MA 01879
Industry Classification: 9111
Quote ID: AM-NEPTUNE

AIG Employee Benefit Solutions® insurance products underwritten by:
AIG Life Insurance Company Wilmington, Delaware
www.aigeb.com

American General
Life Companies

AIG Group Term Life (Employer Funded)

ELIGIBILITY	
Eligibility Requirements	Active Full-Time Employees (20 Hours)
Class Description(s)	Class 1: All Active Employees
	Class 2: All Retired Employees

BENEFIT SNAPSHOT	Class 1
Plan Schedule	Flat
Maximum Benefit Amount	\$2,000
Guarantee Issue	\$2,000
Age Reduction	None
Minimum Benefit Amount	\$2,000
Waiver of Premium	Yes to age 70 <i>MUST BE OUT FOR 9 MO. BEFORE WAIVER APPLIES. - see form</i>
Round to the next	\$1,000
Plan Type	Plan B
Rate Guarantee	12 months

BENEFIT SNAPSHOT	Class 2
Plan Schedule	Flat
Maximum Benefit Amount	\$1,000
Guarantee Issue	\$1,000
Age Reduction	None
Minimum Benefit Amount	\$1,000
Waiver of Premium	Yes to age 70
Round to the next	\$1,000
Plan Type	Plan B
Rate Guarantee	12 months

Standard Features

- Accelerated Death Benefit – 75% to \$250,000
- Conversion Privilege – Included
- Instant Access Account – Included

Monthly rates are per \$1,000 of benefit

	Rate	Volume	Monthly Premium
AIG Group Term Life	\$0.471	\$575,000	\$271

CAN CONVERT to my whole life if I am lost at work.

AIG Group AD&D (Employer Funded)

ELIGIBILITY	
Eligibility Requirements	Active Full-Time Employees (20 Hours)
Class Description(s)	Class 1: All Active Employees

BENEFIT SNAPSHOT	Class 1
Benefit Amount	Same as Basic Life
Age Reduction	Same as Basic Life
AIG Enhanced AD&D Benefits	Not Included
Waiver of Premium	Not Included
Rate Guarantee	24 months

Standard Features

- Definition of Loss – 365 days
- Exposure and Disappearance – Included
- Seatbelt and Airbag – Included to \$10,000
- AIG Travel Assist – Included 24/7

Dismemberment Benefit

- Both Hands or Both Feet – 100%
- Sight in Both Eyes – 100%
- One Hand and One Foot – 100%
- One Hand and the Sight of One Eye – 100%
- One Foot and the Sight of One Eye – 100%
- One Hand or One Foot – 50%
- Sight of One Eye – 50%

Monthly rates are per \$1,000 of benefit

	Rate	Volume	Monthly Premium
AIG Group AD&D	\$0.052	\$502,000	\$26

MINUTEMAN NASHOBA HEALTH GROUP BENEFIT COMPARISON

EFFECTIVE JUNE 1, 2010

Red font indicates plan changes

Benefit	SELECTCARE - An expansive network that includes physician practices, community-based hospitals and medical facilities across the Commonwealth. The network encompasses more than 17,000 providers and 50 hospitals.	DIRECTCARE - A tailored network custom-built around several of the Commonwealth's premier provider groups and community-based hospitals.	SELECTCARE - An expansive network that includes physician practices, community-based hospitals and medical facilities across the Commonwealth. The network encompasses more than 17,000 providers and 50 hospitals.	DIRECTCARE - A tailored network custom-built around several of the Commonwealth's premier provider groups and community-based hospitals.	HARVARD PILGRIM providers except in emergencies	HARVARD PILGRIM providers except in emergencies	TUFTS HEALTH PLAN providers except in emergencies	TUFTS POS
Deductible	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Deductible: \$200/member /calendar year, not to exceed \$400 per family
Out-of-Pocket maximum on Unauthorized (non-network) services.	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Out-of-pocket max. (includes coinsurance and deductible): \$2,200/member/calendar year, not to exceed \$4,400 per family
Providers of Service	SELECTCARE - An expansive network that includes physician practices, community-based hospitals and medical facilities across the Commonwealth. The network encompasses more than 17,000 providers and 50 hospitals.	DIRECTCARE - A tailored network custom-built around several of the Commonwealth's premier provider groups and community-based hospitals.	SELECTCARE - An expansive network that includes physician practices, community-based hospitals and medical facilities across the Commonwealth. The network encompasses more than 17,000 providers and 50 hospitals.	DIRECTCARE - A tailored network custom-built around several of the Commonwealth's premier provider groups and community-based hospitals.	HARVARD PILGRIM providers except in emergencies	HARVARD PILGRIM providers except in emergencies	TUFTS HEALTH PLAN providers except in emergencies	TUFTS HEALTH PLAN providers except in emergencies
Day Surgery	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Authorized: Covered in full Unauthorized: 80% coverage after deductible
Diagnostic Doctor Visit, Mental Health, Substance Abuse Care	\$5 co-pay	\$20 co-pay	\$20 co-pay	\$20 co-pay	\$20 co-pay	\$20 co-pay	\$20 co-pay	Authorized: \$10 co-pay Unauthorized: 80% coverage after deductible

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Red font indicates plan changes

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MINUTEMAN NASHOBA HEALTH GROUP BENEFIT COMPARISON

EFFECTIVE JUNE 1, 2010

Red font indicates plan changes

INPATIENT	When approved by FCHP physician, full payment at affiliated hospitals for:	When approved by FCHP physician, full payment at affiliated hospitals for:	When approved by FCHP physician, full payment at affiliated hospitals for:	When approved by FCHP physician, full payment at affiliated hospitals for:	When approved by HPHC physician, \$250 co-pay at affiliated hospitals for:	When approved by HPHC physician, \$250 co-pay at affiliated hospitals for:	When approved by Tufts physician, \$250 co-pay (4 copays max per year) at affiliated hospitals for:	When approved by Tufts physician, full payment at affiliated hospitals for:	When approved by Tufts physician, full payment at affiliated hospitals for:	When approved by Tufts physician, full payment at affiliated hospitals for:
In Network <i>Hospital, Mental Hospital, Substance Abuse Facility Benefits</i>	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies 	<ul style="list-style-type: none"> • Semi-private room and board • Covered hospital charges • Physicians' and surgeons' fees and supplies
Out of Network <i>Hospital Benefits</i>	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Not Covered (Except for emergency)	Unauthorized: 80% coverage after deductible
Intensive Care	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Covered in full	Authorized: Covered in full Unauthorized: 80% coverage after deductible
Skilled Nursing Facility, Chronic disease or Rehab hospital	Covered in full; 100 day limit per yr. when medically necessary	Covered in full; 100 day limit per yr. when medically necessary	Covered in full; 100 day limit per yr. when medically necessary	Covered in full; 100 day limit per yr. when medically necessary	Covered in full; 100 day limit per yr. when medically necessary	Covered in full; 100 day limit per yr. when medically necessary	Covered in full; 100-day limit per calendar year. When medically necessary	Covered in full; 100-day limit per calendar year. When medically necessary	Covered in full; 100-day limit per calendar year. When medically necessary	Authorized: covered in full 100 day limit per yr. when medically necessary Unauthorized: 80% after deductible, 100 day limit per calendar year, when medically necessary

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to Acton Medical Associates, Charles River Medical Associates and Southboro Medical Group, Fallon Clinic, Highland
ence General IPA, Lowell General PHO, Mount Auburn Cambridge IPA, and Northeast PHO.

Fallon Clinic providers, as well as hundreds of private practice physicians in Central, Northern, Eastern and Southeastern
only and may be subject to errors and omissions.

* Fallon SelectCare members have access to Fallon Clinic providers, as well as hundreds of private practice physicians in Central, Northern, Eastern and Southeastern Massachusetts.

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3/11/2010

Town of Tyngsborough
Health Insurance Rates
Effective May 1, 2010 for June 2010 Coverage
New 25% Employee Deductions
25%

TUFTS TOTAL HEALTH PLAN (POS)

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee		\$1,677.50	\$838.75	\$419.38	\$20,130.00
	50% Town		<u>\$1,677.50</u>	<u>\$838.75</u>	<u>\$419.38</u>	<u>\$20,130.00</u>
	100%	Total	<u>\$3,355.00</u>	<u>\$1,677.50</u>	<u>\$838.75</u>	<u>\$40,260.00</u>
Individual	50% Employee		\$636.00	\$318.00	\$159.00	\$7,632.00
	50% Town		<u>\$636.00</u>	<u>\$318.00</u>	<u>\$159.00</u>	<u>\$7,632.00</u>
	100%	Total	<u>\$1,272.00</u>	<u>\$636.00</u>	<u>\$318.00</u>	<u>\$15,264.00</u>

TUFTS EPO

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	25% Employee		\$422.00	\$211.00	\$105.50	\$5,064.00
	75% Town		<u>\$1,266.00</u>	<u>\$633.00</u>	<u>\$316.50</u>	<u>\$15,192.00</u>
	100%	Total	<u>\$1,688.00</u>	<u>\$844.00</u>	<u>\$422.00</u>	<u>\$20,256.00</u>
Individual	25% Employee		\$155.25	\$77.63	\$38.81	\$1,863.00
	75% Town		<u>\$465.75</u>	<u>\$232.88</u>	<u>\$116.44</u>	<u>\$5,589.00</u>
	100%	Total	<u>\$621.00</u>	<u>\$310.50</u>	<u>\$155.25</u>	<u>\$7,452.00</u>

HARVARD PILGRIM (EPO)

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	25% Employee		\$409.25	\$204.63	\$102.31	\$4,911.00
	75% Town		<u>\$1,227.75</u>	<u>\$613.88</u>	<u>\$306.94</u>	<u>\$14,733.00</u>
	100%	Total	<u>\$1,637.00</u>	<u>\$818.50</u>	<u>\$409.25</u>	<u>\$19,644.00</u>
Individual	25% Employee		\$157.50	\$78.75	\$39.38	\$1,890.00
	75% Town		<u>\$472.50</u>	<u>\$236.25</u>	<u>\$118.13</u>	<u>\$5,670.00</u>
	100%	Total	<u>\$630.00</u>	<u>\$315.00</u>	<u>\$157.50</u>	<u>\$7,560.00</u>

HARVARD PILGRIM (PPO)

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee		\$1,549.00	\$774.50	\$387.25	\$18,588.00
	50% Town		<u>\$1,549.00</u>	<u>\$774.50</u>	<u>\$387.25</u>	<u>\$18,588.00</u>
	100%	Total	<u>\$3,098.00</u>	<u>\$1,549.00</u>	<u>\$774.50</u>	<u>\$37,176.00</u>
Individual	50% Employee		\$586.50	\$293.25	\$146.63	\$7,038.00
	50% Town		<u>\$586.50</u>	<u>\$293.25</u>	<u>\$146.63</u>	<u>\$7,038.00</u>
	100%	Total	<u>\$1,173.00</u>	<u>\$586.50</u>	<u>\$293.25</u>	<u>\$14,076.00</u>

FALLON HEALTHCARE (HMO) SelectCare

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	25% Employee		\$365.75	\$182.88	\$91.44	\$4,389.00
	75% Town		<u>\$1,097.25</u>	<u>\$548.63</u>	<u>\$274.31</u>	<u>\$13,167.00</u>
	100%	Total	<u>\$1,463.00</u>	<u>\$731.50</u>	<u>\$365.75</u>	<u>\$17,556.00</u>
Individual	25% Employee		\$137.00	\$68.50	\$34.25	\$1,644.00
	75% Town		<u>\$411.00</u>	<u>\$205.50</u>	<u>\$102.75</u>	<u>\$4,932.00</u>
	100%	Total	<u>\$548.00</u>	<u>\$274.00</u>	<u>\$137.00</u>	<u>\$6,576.00</u>

3/11/2010

**Town of Tyngsborough
Health Insurance Rates
May 2010 for June 1, 2010 Coverage
Active Employee Plans
Rate Savers 25%**

TUFTS EPO

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	25% Employee		\$358.75	\$179.38	\$89.69	\$4,305.00
	75% Town		<u>\$1,076.25</u>	<u>\$538.13</u>	<u>\$269.06</u>	<u>\$12,915.00</u>
	100%	Total	<u>\$1,435.00</u>	<u>\$717.50</u>	<u>\$358.75</u>	<u>\$17,220.00</u>
Individual	25% Employee		\$131.75	\$65.88	\$32.94	\$1,581.00
	75% Town		<u>\$395.25</u>	<u>\$197.63</u>	<u>\$98.81</u>	<u>\$4,743.00</u>
	100%	Total	<u>\$527.00</u>	<u>\$263.50</u>	<u>\$131.75</u>	<u>\$6,324.00</u>

HARVARD PILGRIM (EPO)

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	25% Employee		\$348.00	\$174.00	\$87.00	\$4,176.00
	75% Town		<u>\$1,044.00</u>	<u>\$522.00</u>	<u>\$261.00</u>	<u>\$12,528.00</u>
	100%	Total	<u>\$1,392.00</u>	<u>\$696.00</u>	<u>\$348.00</u>	<u>\$16,704.00</u>
Individual	25% Employee		\$133.75	\$66.88	\$33.44	\$1,605.00
	75% Town		<u>\$401.25</u>	<u>\$200.63</u>	<u>\$100.31</u>	<u>\$4,815.00</u>
	100%	Total	<u>\$535.00</u>	<u>\$267.50</u>	<u>\$133.75</u>	<u>\$6,420.00</u>

FALLON HEALTHCARE (HMO) SelectCare

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	25% Employee		\$311.00	\$155.50	\$77.75	\$3,732.00
	75% Town		<u>\$933.00</u>	<u>\$466.50</u>	<u>\$233.25</u>	<u>\$11,196.00</u>
	100%	Total	<u>\$1,244.00</u>	<u>\$622.00</u>	<u>\$311.00</u>	<u>\$14,928.00</u>
Individual	25% Employee		\$116.25	\$58.13	\$29.06	\$1,395.00
	75% Town		<u>\$348.75</u>	<u>\$174.38</u>	<u>\$87.19</u>	<u>\$4,185.00</u>
	100%	Total	<u>\$465.00</u>	<u>\$232.50</u>	<u>\$116.25</u>	<u>\$5,580.00</u>

3/11/2010

Town of Tyngsborough
Health Insurance Rates
May 2010 for June 2010 Coverage
30% Employees Deductions

<u>TUFTS TOTAL HEALTH PLAN (POS)</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$1,677.50	\$838.75	\$419.38	\$20,130.00
	50% Town	<u>\$1,677.50</u>	<u>\$838.75</u>	<u>\$419.38</u>	<u>\$20,130.00</u>
	100%	<u>\$3,355.00</u>	<u>\$1,677.50</u>	<u>\$838.75</u>	<u>\$40,260.00</u>
Individual	50% Employee	\$636.00	\$318.00	\$159.00	\$7,632.00
	50% Town	<u>\$636.00</u>	<u>\$318.00</u>	<u>\$159.00</u>	<u>\$7,632.00</u>
	100%	<u>\$1,272.00</u>	<u>\$587.08</u>	<u>\$293.54</u>	<u>\$15,264.00</u>
Total					
<u>TUFTS EPO</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	30% Employee	\$506.40	\$253.20	\$126.60	\$6,076.80
	70% Town	<u>\$1,181.60</u>	<u>\$590.80</u>	<u>\$295.40</u>	<u>\$14,179.20</u>
	100%	<u>\$1,688.00</u>	<u>\$844.00</u>	<u>\$422.00</u>	<u>\$20,256.00</u>
Individual	30% Employee	\$186.30	\$93.15	\$46.58	\$2,235.60
	70% Town	<u>\$434.70</u>	<u>\$217.35</u>	<u>\$108.68</u>	<u>\$5,216.40</u>
	100%	<u>\$621.00</u>	<u>\$310.50</u>	<u>\$155.25</u>	<u>\$7,452.00</u>
Total					
<u>HARVARD PILGRIM (EPO)</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	30% Employee	\$491.10	\$245.55	\$122.78	\$5,893.20
	70% Town	<u>\$1,145.90</u>	<u>\$572.95</u>	<u>\$286.48</u>	<u>\$13,750.80</u>
	100%	<u>\$1,637.00</u>	<u>\$818.50</u>	<u>\$409.25</u>	<u>\$19,644.00</u>
Individual	30% Employee	\$189.00	\$94.50	\$47.25	\$2,268.00
	70% Town	<u>\$441.00</u>	<u>\$220.50</u>	<u>\$110.25</u>	<u>\$5,292.00</u>
	100%	<u>\$630.00</u>	<u>\$315.00</u>	<u>\$157.50</u>	<u>\$7,560.00</u>
Total					
<u>HARVARD PILGRIM (PPO)</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$1,549.00	\$774.50	\$387.25	\$18,588.00
	50% Town	<u>\$1,549.00</u>	<u>\$774.50</u>	<u>\$387.25</u>	<u>\$18,588.00</u>
	100%	<u>\$3,098.00</u>	<u>\$1,549.00</u>	<u>\$774.50</u>	<u>\$37,176.00</u>
Individual	50% Employee	\$586.50	\$293.25	\$146.63	\$7,038.00
	50% Town	<u>\$586.50</u>	<u>\$293.25</u>	<u>\$146.63</u>	<u>\$7,038.00</u>
	100%	<u>\$1,173.00</u>	<u>\$586.50</u>	<u>\$293.25</u>	<u>\$14,076.00</u>
Total					
<u>FALLON HEALTHCARE (HMO) SelectCare</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	30% Employee	\$438.90	\$219.45	\$109.73	\$5,266.80
	70% Town	<u>\$1,024.10</u>	<u>\$512.05</u>	<u>\$256.03</u>	<u>\$12,289.20</u>
	100%	<u>\$1,463.00</u>	<u>\$731.50</u>	<u>\$365.75</u>	<u>\$17,556.00</u>
Individual	30% Employee	\$164.40	\$82.20	\$41.10	\$1,972.80
	70% Town	<u>\$383.60</u>	<u>\$191.80</u>	<u>\$95.90</u>	<u>\$4,603.20</u>
	100%	<u>\$548.00</u>	<u>\$274.00</u>	<u>\$137.00</u>	<u>\$6,576.00</u>
Total					

3/11/2010

**Town of Tyngsborough
Health Insurance Rates
May 1, 2010 for June 1, 2010 Coverage
Active Employee Plans 30% Employee Contribution
Rate Savers**

TUFTS EPO

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	30% Employee		\$430.50	\$215.25	\$107.63	\$5,166.00
	70% Town		<u>\$1,004.50</u>	<u>\$502.25</u>	<u>\$251.13</u>	<u>\$12,054.00</u>
	100%	Total	<u>\$1,435.00</u>	<u>\$717.50</u>	<u>\$358.75</u>	<u>\$17,220.00</u>
Individual	30% Employee		\$158.10	\$79.05	\$39.53	\$1,897.20
	70% Town		<u>\$368.90</u>	<u>\$184.45</u>	<u>\$92.23</u>	<u>\$4,426.80</u>
	100%	Total	<u>\$527.00</u>	<u>\$263.50</u>	<u>\$131.75</u>	<u>\$6,324.00</u>

HARVARD PILGRIM (EPO)

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	30% Employee		\$417.60	\$208.80	\$104.40	\$5,011.20
	70% Town		<u>\$974.40</u>	<u>\$487.20</u>	<u>\$243.60</u>	<u>\$11,692.80</u>
	100%	Total	<u>\$1,392.00</u>	<u>\$696.00</u>	<u>\$348.00</u>	<u>\$16,704.00</u>
Individual	30% Employee		\$160.50	\$80.25	\$40.13	\$1,926.00
	70% Town		<u>\$374.50</u>	<u>\$187.25</u>	<u>\$93.63</u>	<u>\$4,494.00</u>
	100%	Total	<u>\$535.00</u>	<u>\$267.50</u>	<u>\$133.75</u>	<u>\$6,420.00</u>

FALLON HEALTHCARE (HMO) SelectCare

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	30% Employee		\$373.20	\$186.60	\$93.30	\$4,478.40
	70% Town		<u>\$870.80</u>	<u>\$435.40</u>	<u>\$217.70</u>	<u>\$10,449.60</u>
	100%	Total	<u>\$1,244.00</u>	<u>\$622.00</u>	<u>\$311.00</u>	<u>\$14,928.00</u>
Individual	30% Employee		\$139.50	\$69.75	\$34.88	\$1,674.00
	70% Town		<u>\$325.50</u>	<u>\$162.75</u>	<u>\$81.38</u>	<u>\$3,906.00</u>
	100%	Total	<u>\$465.00</u>	<u>\$232.50</u>	<u>\$116.25</u>	<u>\$5,580.00</u>

3/11/2010

Town of Tyngsborough
Health Insurance Rates
Effective May 1, 2010 for June 2010 Coverage
Active Employee Plans (and retirees under age 65)
50%

<u>TUFTS TOTAL HEALTH PLAN (POS)</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$1,677.50	\$838.75	\$419.38	\$20,130.00
	50% Town	<u>\$1,677.50</u>	<u>\$838.75</u>	<u>\$419.38</u>	<u>\$20,130.00</u>
	100%	Total	<u>\$3,355.00</u>	<u>\$1,677.50</u>	<u>\$838.75</u>
Individual	50% Employee	\$636.00	\$318.00	\$159.00	\$7,632.00
	50% Town	<u>\$636.00</u>	<u>\$318.00</u>	<u>\$159.00</u>	<u>\$7,632.00</u>
	100%	Total	<u>\$1,272.00</u>	<u>\$636.00</u>	<u>\$318.00</u>
<u>TUFTS EPO</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$844.00	\$422.00	\$211.00	\$10,128.00
	50% Town	<u>\$844.00</u>	<u>\$422.00</u>	<u>\$211.00</u>	<u>\$10,128.00</u>
	100%	Total	<u>\$1,688.00</u>	<u>\$844.00</u>	<u>\$422.00</u>
Individual	50% Employee	\$310.50	\$155.25	\$77.63	\$3,726.00
	50% Town	<u>\$310.50</u>	<u>\$155.25</u>	<u>\$77.63</u>	<u>\$3,726.00</u>
	100%	Total	<u>\$621.00</u>	<u>\$310.50</u>	<u>\$155.25</u>
<u>HARVARD PILGRIM (EPO)</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$818.50	\$409.25	\$204.63	\$9,822.00
	50% Town	<u>\$818.50</u>	<u>\$409.25</u>	<u>\$204.63</u>	<u>\$9,822.00</u>
	100%	Total	<u>\$1,637.00</u>	<u>\$818.50</u>	<u>\$409.25</u>
Individual	50% Employee	\$315.00	\$157.50	\$78.75	\$3,780.00
	50% Town	<u>\$315.00</u>	<u>\$157.50</u>	<u>\$78.75</u>	<u>\$3,780.00</u>
	100%	Total	<u>\$630.00</u>	<u>\$315.00</u>	<u>\$157.50</u>
<u>HARVARD PILGRIM (PPO)</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$1,549.00	\$774.50	\$387.25	\$18,588.00
	50% Town	<u>\$1,549.00</u>	<u>\$774.50</u>	<u>\$387.25</u>	<u>\$18,588.00</u>
	100%	Total	<u>\$3,098.00</u>	<u>\$1,549.00</u>	<u>\$774.50</u>
Individual	50% Employee	\$586.50	\$293.25	\$146.63	\$7,038.00
	50% Town	<u>\$586.50</u>	<u>\$293.25</u>	<u>\$146.63</u>	<u>\$7,038.00</u>
	100%	Total	<u>\$1,173.00</u>	<u>\$586.50</u>	<u>\$293.25</u>
<u>FALLON HEALTHCARE (HMO) SelectCare</u>		<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee	\$731.50	\$365.75	\$182.88	\$8,778.00
	50% Town	<u>\$731.50</u>	<u>\$365.75</u>	<u>\$182.88</u>	<u>\$8,778.00</u>
	100%	Total	<u>\$1,463.00</u>	<u>\$731.50</u>	<u>\$365.75</u>
Individual	50% Employee	\$274.00	\$137.00	\$68.50	\$3,288.00
	50% Town	<u>\$274.00</u>	<u>\$137.00</u>	<u>\$68.50</u>	<u>\$3,288.00</u>
	100%	Total	<u>\$548.00</u>	<u>\$274.00</u>	<u>\$137.00</u>

3/11/2010

Town of Tyngsborough
Health Insurance Rates
Effective May 1, 2010 for June 2010 Coverage
Rate Saver - Active Employee Plans (and retirees under age 65)
50%

TUFTS EPO

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee		\$717.50	\$358.75	\$179.38	\$8,610.00
	50% Town		<u>\$717.50</u>	<u>\$358.75</u>	<u>\$179.38</u>	<u>\$8,610.00</u>
	100%	Total	<u>\$1,435.00</u>	<u>\$717.50</u>	<u>\$358.75</u>	<u>\$17,220.00</u>
Individual	50% Employee		\$263.50	\$131.75	\$65.88	\$3,162.00
	50% Town		<u>\$263.50</u>	<u>\$131.75</u>	<u>\$65.88</u>	<u>\$3,162.00</u>
	100%	Total	<u>\$527.00</u>	<u>\$263.50</u>	<u>\$131.75</u>	<u>\$6,324.00</u>

HARVARD PILGRIM (EPO)

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee		\$696.00	\$348.00	\$174.00	\$8,352.00
	50% Town		<u>\$696.00</u>	<u>\$348.00</u>	<u>\$174.00</u>	<u>\$8,352.00</u>
	100%	Total	<u>\$1,392.00</u>	<u>\$696.00</u>	<u>\$348.00</u>	<u>\$16,704.00</u>
Individual	50% Employee		\$267.50	\$133.75	\$66.88	\$3,210.00
	50% Town		<u>\$267.50</u>	<u>\$133.75</u>	<u>\$66.88</u>	<u>\$3,210.00</u>
	100%	Total	<u>\$535.00</u>	<u>\$267.50</u>	<u>\$133.75</u>	<u>\$6,420.00</u>

FALLON HEALTHCARE (HMO) SelectCare

			<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Annualized</u>
Family	50% Employee		\$622.00	\$311.00	\$155.50	\$7,464.00
	50% Town		<u>\$622.00</u>	<u>\$311.00</u>	<u>\$155.50</u>	<u>\$7,464.00</u>
	100%	Total	<u>\$1,244.00</u>	<u>\$622.00</u>	<u>\$311.00</u>	<u>\$14,928.00</u>
Individual	50% Employee		\$232.50	\$116.25	\$58.13	\$2,790.00
	50% Town		<u>\$232.50</u>	<u>\$116.25</u>	<u>\$58.13</u>	<u>\$2,790.00</u>
	100%	Total	<u>\$465.00</u>	<u>\$232.50</u>	<u>\$116.25</u>	<u>\$5,580.00</u>

MINYEMAN NASHOBA HEALTH GROUP

COMPARISON OF HEALTH PLANS for RETIREES WITH MEDICARE PART A & PART B (health plan changes in red font)

Effective date 1/1/2011 All Senior Plans Renew on January 1st

Benefit Category	Fallon Senior Plan Premier	Falls Medicare Preferred (MCO)	Falls Medicare Complement (FMC)	Medicare Complement Plan (MCP)
INPATIENT CARE General Hospital: Semi-private room & board and special services	Covered in full when medically necessary \$267.00	Covered 100% after one-time annual deductible of \$300 \$262	Covered in full \$390.00	Covered in full. For inpatient MH/Substance Abuse, after the 190-day Medicare lifetime limit is reached, covered in full up to 120 days per benefit period in a general hospital, mental health, or a substance abuse facility. Limits do not apply to biologically based mental health services.
Skilled Nursing Facility	Covered in full for up to 100 days per benefit period.	Covered in full for 100 days in benefit period. No prior hospital stay is required.	Covered in full for 100 days in benefit period.	Covered in full for 100 days in benefit period. Any charges over \$16 per day from day 101-365 are not covered.
OUTPATIENT CARE				
Medical Office Visits	\$10 co-pay per visit	\$10 co-pay per visit	\$10 co-pay per visit	\$10 co-pay per visit
Consult & Care by Specialists	\$20 co-pay per visit	\$15 co-pay per visit	\$10 co-pay per visit	\$10 co-pay per visit
Annual Routine Physical Exam	\$0 co-pay once per year	\$0 co-pay per visit	\$0 co-pay per visit	\$0 co-pay per visit
Diagnostic Lab & X-ray Services	Covered in full	Covered in full	Covered in full	Covered in full
Day Surgery	\$75 co-pay for each service	\$50 per day	Covered in full	Covered in full
Radiation & Chemotherapy	Covered in full	Covered in full	Covered in full	Covered in full

This is an abbreviated description of benefits. Details of coverage are available from each health plan provider. Health plans provided the information in this summary. The MNHG is not responsible for the accuracy of this summary of benefits.

MINUTEMAN NASHOBA HEALTH GROUP

CO ARISON OF HEALTH PLANS for RETIREES WITH MEDICARE PART A & PART B

Effective date 1/1/2011

All Senior Plans Renew on January 1st

(health plan changes in red font)

Benefit Category	Fallout Senior Plan Premier	Tufts Medicare Preferred HMO (Formerly Senior Advantage)	Tufts Medicare Advantage HMO	Tufts Medicare Complement (TMG)	Medicare Complement Plan (MCP) (Administered by Tufts)
OUTPATIENT CARE					
Urgent & Emergency Care	\$10 co-pay for office; \$50 co-pay for ER, waived if admitted	\$15 co-pay for office; \$50 co-pay for ER, waived if admitted	\$15 co-pay per visit	\$10 co-pay for office; \$50 co-pay for ER, waived if admitted	Covered in full for emergency room care
Outpatient Mental Health & Substance Abuse	For Medicare covered mental health services - \$10 or \$20 co-pay for each individual or group therapy visit				\$10 co-pay per visit for up to 12 office visits per calendar year. Limits do not apply to biologically based mental health services
Routine Vision & Hearing Screenings	\$20 co-pay for each routine eye exam limited to 1 exam every 2 years. \$150 eyewear allowance every 24 months; \$20 specialist co-pay for each Medicare covered hearing exam. \$500 allowance for purchase of hearing aids every 36 months.	\$15 co-pay per visit. Up to \$150 per year toward the purchase of glasses. \$500 allowance for purchase or repair of hearing aids every 3 years.		\$10 co-pay per routine visit for eye exams. Discounts available through network optometrists for purchase of glasses. Hearing aids are not covered.	Not covered.
Preventive Dental	\$10 co-pay for cleaning, oral exam, bitewing x-rays & fluoride treatment every 6 months	Not covered		Not covered	Not covered
Occupational, physical and speech therapy	\$10 co-pay	\$15 co-pay		\$10 co-pay when referred by PCP	\$10 co-pay
Ambulance (medically necessary)	\$0 co-pay	\$50 per day		\$0 co-pay	\$0 co-pay

This is an abbreviated description of benefits. Details of coverage are available from each health plan provider. Health plans provided the information in this summary. The MNHG is not responsible for the accuracy of this summary of benefits.

MINUTEMAN NASHOBA HEALTH GROUP

CC ARISON OF HEALTH PLANS for RETIREES WITH MEDICARE PART A & PART B (health plan changes in red font)

Effective date 1/1/2011 All Senior Plans Renew on January 1st

Benefit Category	Fallon Senior Plan Premier	Tufts Medicare Preferred HMO (formerly Secure Horizons)	Tufts Medicare Complement (TMC)	Medicare Complement Plan (MCP) Administered by Tufts
OUTPATIENT CARE				
Prescription Drugs	<p>Retail: 30-day supply: Tier 1: \$10 co-pay Tier 2: \$25 co-pay Tier 3: \$45 co-pay</p> <p>Mail Order: 90-day supply: Tier 1: \$20 co-pay Tier 2: \$50 co-pay Tier 3: \$90 co-pay</p> <p>After reaching \$4,550 in annual out-of-pocket drug costs you pay \$2.50 for generic & \$6.30 for brand name or 5% coinsurance, whichever is greater.</p>	<p>Retail: 30-day supply: Tier 1: \$10 co-pay Tier 2: \$25 co-pay Tier 3: \$50 co-pay</p> <p>Mail Order: 90-day supply: Tier 1: \$20 co-pay Tier 2: \$50 co-pay Tier 3: \$100 co-pay</p> <p>After reaching \$4,550 in annual out-of-pocket drug costs you pay \$2.50 for generic & \$6.30 for brand name or 5% coinsurance, whichever is greater.</p>	<p>Retail: 30-day supply: Tier 1: \$8 co-pay Tier 2: \$20 co-pay Tier 3: \$35 co-pay</p> <p>Mail Order: 90-day supply: Tier 1: \$16 co-pay Tier 2: \$40 co-pay Tier 3: \$70 co-pay</p>	<p>Retail: 30-day supply: Tier 1: \$5 co-pay Tier 2: \$10 co-pay Tier 3: \$25 co-pay</p> <p>Mail Order: 90-day supply: Tier 1: \$10 co-pay Tier 2: \$20 co-pay Tier 3: \$50 co-pay</p> <p>After reaching \$4,550 in annual out-of-pocket drug costs you pay \$2.50 for generic & \$6.30 for brand name or 5% coinsurance, whichever is greater.</p>

This is an abbreviated description of benefits. Details of coverage are available from each health plan provider. Health plans provided the information in this summary. The MNHG is not responsible for the accuracy of this summary of benefits.



PENKALA INSURANCE AGENCY

P. O. Box 165 • Dudley, MA 01571 • Tel. 508-949-0067 • Fax 508-949-2449 • Email: debbiepenkala@aol.com

DEAR EMPLOYEE,

Welcome to your new job. I hope you enjoy it.

Your Employer offers Voluntary Benefits such as Short Term Disability, Life and Accident Insurance coverage. This is with the Colonial Supplemental Insurance Company.

You need to ask yourself, how much time can you live without a paycheck if you were to get hurt or sick? A week, two weeks, two months? Would you be able to continue paying your mortgage, car payment or groceries if something happened to you and you were out of work tomorrow?

Please take a moment to read and review the attached brochures.

This is paid by you, and is withdrawn as a deduction from your paycheck based on how many deductions you have. This is post tax. Claims are tax exempt.

You can buy Life Insurance on your spouse or children even if you do not need it on yourself.

If you would like the coverage, or have any questions, please call me directly.

Look forward to hearing from you.

Respectfully,

Debbie Penkala

EMPLOYEE VOLUNTARY SUPPLEMENTAL BENEFIT PROGRAMS

20 hours of work a week required

SHORT TERM DISABILITY-

A. On and Off the job sickness, Off-job accident

B. On and Off the job sickness and accident

- Purchase up to 66 2/3 of your income \$400 - \$5000 a month
- No Exam
- Benefit period 3, 6, 12, or 24 months
- Guaranteed renewable to age 70
- Wellness Rider \$50. benefit
- Portable – employee keeps the coverage if they change jobs
- Many elimination options (minimum 0 days on accident/ 7 on sickness) time to wait before benefits are paid
- No spouse dependent coverage (accident insurance some coverage for spouse)
- Waiver of premium included if disabled after 90 days

LIFE INSURANCE- Term or Universal Life

- You can purchase on your spouse and dependents even if you do not want a policy for yourself
- Level term 2 consecutive level premiums under age 60
- Accidental Death Benefit Rider
- Waiver of Premium
- Guaranteed purchase option rider
- Accelerated Death Benefit Rider
- Portable means you take it with you if you leave your job

ACCIDENT INSURANCE

- Benefit for employee, spouse and dependents
- No exams
- Coverage for Injury & Dismemberment
- Hospital & Services Coverage
- Accidental Death Coverage available

1/21/11

MIA PROPERTY AND CASUALTY GROUP, INC.

Extension of Information Page

own Tyngsborough
5 Bryant Lane
Tyngsborough, MA 01879

ESTIMATED PAYROLLS

POLICY PERIOD JULY 1, 2010 - JUNE 30, 2011

Classification of Operations	Code No	Payroll	Rate	Premium
Street or Road Maintenance	5509	538,762	4.25	22,897
Drivers NOC	7380	26,595	5.56	1,479
Wage Operations	7580	128,062	2.38	3,048
Merical NOC	8810	723,999	0.12	869
W Clerical	8810D	19,659	0.12	24
rary Clerical	8810L	221,699	0.12	266
lice Clerical	8810P	270,087	0.12	324
wer Clerical	8810S	37,646	0.12	45
alth Dept - Exc Insp	8832	44,987	0.24	108
ilding Maintenance	9015	-	2.94	-
arks & Recreation	9102	16,564	1.97	326
ometry Operations	9220	37,422	3.30	1,235
micipal NOC	9410	155,595	1.64	2,552
BTOTAL		2,221,079		33,173
ool Dept				
ool-Prof & Clerical	8868	13,650,025	0.54	73,710
ai er	9101	942,284	3.21	30,247
BTOTAL		14,592,309		103,957
TOTAL		16,813,388		137,130
al Manual Premium		16,813,388		137,130
mployers Liability Charge	0.01			1,371
nium Subject to Exp. Mod.				138,501
erience Modification	0.82			(24,930)
al Estimated Premium				113,571
IP Surcharge	1.00			0
nium Discount				(9,425)
Premium				104,146
ense Constant				338
nated Premium				104,484
redits				(29,156)
Estimated Premium				75,328

1/21/11

MIA PROPERTY AND CASUALTY GROUP, INC.**Extension of Information Page**

Weymouth
Bryant Lane
Weymouth, MA 01879

ESTIMATED PAYROLLS**POLICY PERIOD JULY 1, 2009 - JUNE 30, 2010**

Classification of Operations	Code No	Payroll	Rate	Premium
Street or Road Maintenance	5509	569,851	4.25	24,219
Drivers NOC	7380	21,322	5.56	1,186
Wage Operations	7580	153,220	2.38	3,647
Merical NOC	8810	699,687	0.12	840
W Clerical	8810D	20,173	0.12	24
rary Clerical	8810L	215,598	0.12	259
lice Clerical	8810P	350,081	0.12	.
wer Clerical	8810S	38,453	0.12	46
ter Clerical	8810W	31,365	0.12	38
alth Dept - Exc Insp	8832	33,040	0.24	79
ilding Maintenance	9015	26,566	2.94	781
arks & Recreation	9102	32,112	1.97	633
ometry Operations	9220	34,955	3.30	1,153
nicipal NOC	9410	192,150	1.64	3,151
BTOTAL		2,418,572		36,055
10/ Dept				
1000 Prof & Clerical	8868	14,468,335	0.54	78,129
rary/Other	9101	1,000,977	3.21	32,131
BTOTAL		15,469,312		110,260
TAL		17,887,884		146,315
al Manual Premium		17,887,884		146,315
mployers Liability Charge	0.01			1,463
mium Subject to Exp. Mod.				147,778
erience Modification	0.93			(10,344)
al Estimated Premium				137,434
AP Surcharge	1.00			0
mium Discount				(11,596)
Premium				125,838
ense Constant				338
imated Premium				126,176
Credits				(35,747)
Estimated Premium				90,429

1/21/11

MIIA PROPERTY AND CASUALTY GROUP, INC.

Extension of Information Page

0 Tyngsborough
5 Bryant Lane
Tyngsborough, MA 01879

ESTIMATED PAYROLLS

POLICY PERIOD JULY 1, 2008 - JUNE 30, 2009

Classification of Operations	Code No	Payroll	Rate	Premium
Street or Road Maintenance	5509	512,488	3.86	19,782
Rivers NOC	7380	20,799	6.22	1,294
Sewage Operations	7580	118,784	2.56	3,041
Clerical NOC	8810	685,105	0.12	822
PW Clerical	8810D	15,354	0.12	18
Library Clerical	8810L	201,094	0.12	241
Power Clerical	8810S	15,922	0.12	19
Police Clerical	8810P	342,521	0.12	411
Health Dept - Exc Insp	8832	34,699	0.27	94
Building Maintenance	9015	19,107	2.69	514
Parks & Recreation	9102	24,592	2.22	546
Cemetery Operations	9220	26,914	3.74	1,007
Municipal NOC	9410	181,139	1.73	3,134
IBTOTAL		2,198,517		30,923
 School Dept				
Schools-Prof & Clerical	8868	13,343,463	0.51	68,052
Other	9101	962,841	2.88	27,730
IBTOTAL		14,306,305		95,782
 TOTAL		16,504,822		126,705
Annual Manual Premium		16,504,822		126,705
Employers Liability Charge	0.01			1,267
Premium Subject to Exp. Mod.				127,972
Experience Modification	0.94			(7,678)
Annual Estimated Premium				120,294
AP Surcharge	1.00			0
Premium Discount				(10,037)
Net Premium				110,257
Expense Constant				318
Estimated Premium				110,575
Credits				(24,983)
Estimated Premium				85,592

1/21/11

MIA PROPERTY AND CASUALTY GROUP, INC.

Extension of Information Page

Town of Tyngsborough

5 Bryant Lane

Tyngsborough, MA 01879

ESTIMATED PAYROLLS

POLICY PERIOD JULY 1, 2007 - JUNE 30, 20

Classification of Operations	Code No	Payroll	Rate	Premium
Street or Road Maintenance	5509	508,074	5.35	27,182
Drivers NOC	7380	18,959	7.13	1,352
Sewage Operations	7580	124,423	3.48	4,330
Merical NOC	8810	971,025	0.15	1,457
PSW Clerical	8810D	14,197	0.15	21
Library Clerical	8810L	181,788	0.15	273
Police Clerical	8810P	265,961	0.15	399
Power Clerical	8810S	-	0.15	-
Health Dept - Exc Insp	8832	37,390	0.39	146
Building Maintenance	9015	20,635	3.19	658
Parks & Recreation	9102	24,205	2.53	612
Metering Operations	9220	29,782	4.29	1,278
Municipal NOC	9410	164,514	2.47	4,063
BTOTAL		2,360,953		41,771
School Dept				
Schools-Prof & Clerical	8868	11,889,397	0.64	76,092
Library	9101	905,044	2.89	26,156
BTOTAL		12,794,441		102,248
TOTAL		15,155,393		144,019
Manual Premium		15,155,393		144,019
Employers Liability Charge	0.01			1,440
Premium Subject to Exp. Mod.				145,459
Experience Modification	0.95			(7,273)
Estimated Premium				138,186
AP Surcharge	1.00			0
Premium Discount				(11,665)
Premium				126,521
Expense Constant				284
Estimated Premium				126,805
Credits				(29,811)
Estimated Premium				96,994

January 24, 2010

Town of Tyngsborough
Attn: Michael Gilleberto
25 Bryants Lane
Tyngsborough, MA 01879

RE: MIA Property & Casualty Group, Inc.
FY11

Dear Michael:

As requested, the premium breakdown is as follows:

	Total
Property	\$45,537
General Liability	\$21,594
Boiler & Machinery	\$2,928
Automobile	\$31,916
Inland Marine	\$7,779
Umbrella Liability	\$4,425
Law Enforcement	\$7,275
Public Officials	\$16,647
School Board	\$7,771
SUB-TOTAL	\$145,872
Workers' Comp	\$75,328
TOTAL	\$221,200

Please note that the above premiums include all processed requested changes through December 31, 2010.

If you have any questions or we can be of further assistance, please give us a call.

Sincerely,

Laura Peckham
Governmental Account Manager

cc: Charles Winn, Senior Account Executive

Auto Fleet Schedule

Description Information

Town of Tyngsborough

Territory # 7

Item #	Department	Year	Manufacturer & Model	Vin #	Plate #	GVW	Cost New	Type	Class	ACV RC	Med Pay	\$ Comp Deduct	\$ S.P. Deduct	\$ Coll Deduct	Effective Date	AI/LP Both
1	CEMETERY	1998	CHEVROLET K3500	1GBJK34R7WF060604	M61351		\$28,596	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
2	COUNCIL ON AGING	2007	ELDORADO AERO-LITE VAN	1FDWE35S97DA37781	LRT4		\$48,000	L	05230	ACV	Y	1000	NO COV	1000	07/01/2010	
3	DPW	1986	GMC RESCUE FDNP	1GDJK34J1GJ505533	M35493		\$45,000	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
4	FIRE	1986	KARVN BOAT TRAILER & BOAT	18685B120JH600708	MF3154		\$450	L	59499	ACV	N	1000	NO COV	1000	07/01/2010	
5	FIRE	1987	SPARTAN FIRE TRUCK ENG-1	159AT6L0XJC185465	MF5984		\$119,476	H	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
6	FIRE	1990	FORD FDNP ENG-7	1FDYD80U7LV10729	MF6404		\$37,960	M	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
7	FIRE	1994	FORD FDNP TANK TRUCK	1FDY90L2RVA41915	MF6409		\$138,823	H	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
8	FIRE	1997	SPARTAN FDNP LADDER	4S7HU1092VC024168	MF8292		\$324,119	H	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
9	FIRE	1998	CHEVROLET K1500 C-1	1GNEK13R2WJ311777	MF8298		\$33,362	M	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
10	FIRE	1999	HME FIRE PUMPER ENG-4	44KFT285XWZ18954	MF6418		\$204,991	H	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
11	FIRE	2000	SPARTAN LA40T	4S7CT3191YC032256	MF3159	42,000	\$280,000	H	79090	RC	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
12	FIRE	2001	CHEVROLET PICKUP	1GCHK24U21E306367	MF6489		\$28,000	L	79090	ACV	Y	1000	NO COV	1000	07/01/2010	
13	FIRE	2004	WELLS UTILITY TRAILER	1WC200G2341109081	MF1329	13,200	\$75,000	M	67499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
14	FIRE	2006	SPARTAN CAB OVER	4S7HT2D946C053563	MF7670	45,000	\$375,000	H	79090	RC	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
15	FIRE	2009	CHEVROLET SILVERADO	1GCHK74K99F177349	MF9829	11,300	\$27,908	M	79090	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
16	HIGHWAY	1961	GALION GRADER	104-C-03673-2M1288	M9314		\$18,500	M	79650	ACV	Y	1000	NO COV	1000	07/01/2010	
17	HIGHWAY	1968	FORD FARM TRACTOR & FLAIL MOWER	C215888 & 5047	M51710		\$3,532	M	79650	ACV	Y	1000	NO COV	1000	07/01/2010	
18	HIGHWAY	1984	LOCHI LONG HAUL TRAILER	LH8512321	M81497	2,000	\$100	L	69499	-	N	NO COV	NO COV	NO COV	07/01/2010	
19	HIGHWAY	1986	GMC C3500 UTILITY TRUCK	1GDGC34T9GJ518183	M55960		\$9,839	L	01499	ACV	Y	1000	NO COV	1000	07/01/2010	
20	HIGHWAY	1988	CHEVROLET DUMP TRUCK	1GBM7D1B4JV106691	M38163		\$31,866	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
21	HIGHWAY	1988	UTILITY TRAILER	LH10018812465	M40698		\$4,000	L	69499	ACV	N	1000	NO COV	1000	07/01/2010	
22	HIGHWAY	1989	WOODCHUCK WOOD CHIPPER	1W9CE8915GS4D7504	M47022		\$7,500	L	79390	ACV	Y	1000	NO COV	1000	07/01/2010	
23	HIGHWAY	1994	CHEVROLET DUMP TRUCK	1GBM7H1M3RJ103423	M52278		\$34,154	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
24	HIGHWAY	1997	CHEVROLET K1500	1GCEK14R8VE165271	M55967		\$22,000	L	01499	ACV	Y	1000	NO COV	1000	07/01/2010	
25	HIGHWAY	1997	MELRO BOBCAT	512225138	M55050		\$25,700	M	79950	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
26	HIGHWAY	1997	TARCO LEAF COLLECTOR	MCD2012P4910M01	M55941		\$19,800	L	69499	ACV	N	1000	NO COV	1000	07/01/2010	
27	HIGHWAY	1998	CHEVROLET PICKUP	1GCEK14M7WZ103116	M79926		\$15,000	L	01499	ACV	Y	1000	NO COV	1000	07/01/2010	
28	HIGHWAY	1999	MASSON LANDSCAPE TRAILER	1M9FL1213XD441036	M62021		\$2,395	L	68499	ACV	Y	1000	NO COV	1000	07/01/2010	

Auto Fleet Schedule

Description of Information

Town of Tyngsborough

Territory # 7

Item #	Department	Year	Manufacturer & Model	Vin #	Plate #	GVW	Cost New	Type	Class	ACV RC	Med Pay	\$ Comp Deduct	\$ S.P. Deduct	\$ Coll Deduct	Effective Date	AI/LP Both
29	HIGHWAY	1999	LEROI AIR COMPRESSOR	3449X573	M62011		\$10,150	L	79340	ACV	Y	1000	NO COV	1000	07/01/2010	
30	HIGHWAY	1999	CHEVROLET DUMP TRUCK	1GBP7H1BXXJ107204	M62351		\$55,967	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
31	HIGHWAY	1999	CHEVROLET DUMP TRUCK	1GBP7H1B3XJ107092	M62350		\$55,967	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
32	HIGHWAY	2002	CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C92J501925	M66925		\$75,594	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
33	HIGHWAY	2002	CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C62J501963	M66924		\$75,594	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
34	HIGHWAY	2002	CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C82J506212	M67278		\$75,594	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
35	HIGHWAY	2002	CHEVROLET DIESEL DUMP TRUCK	1GBP7H1CX2J506163	M67280		\$75,594	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
36	HIGHWAY	2005	CHEVROLET SILVERADO 1 TON DUMP	1GBJK34275E206426	M66900	12,000	\$43,315	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
37	HIGHWAY	2007	JOHN DEERE BACKHOE LOADER	T0310SG963409	M36793	17,600	\$112,842	M	79650	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
38	HIGHWAY	2007	JOHN DEERE LOADER	DW544JH610562	M43841	28,500	\$127,416	H	79650	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
39	HIGHWAY	2007	CHEVROLET DUMP TRUCK W/PLow	1GBP8C1B17F422900	M80962	36,220	\$105,966	H	31499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
40	HIGHWAY	2009	CHEVROLET CHASSIS CAB TRUCK	1GBJK74K59E114373	M78126	12,000	\$42,647	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
41	HIGHWAY	2009	CHEVROLET UTILITY TRUCK	1GBJK74KX9F173087	M82440	12,000	\$38,309	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
42	HIGHWAY	2010	STAPP UTILITY TRAILER	4S9PH20Y2AS127031	M82431	9,999	\$25,675	L	68499	ACV	Y	1000	NO COV	1000	07/01/2010	
43	POLICE	1995	FORD MUSTANG	1FALP42T1SF229896	MP8140		\$18,400	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
44	POLICE	2001	FORD TAURUS	1FAHP56S51G260042	CONF		\$19,937	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
45	POLICE	2001	CHEVROLET TAHOE	1GNEK13T01J208272	CONF		\$1,500	L	79120	ACV	Y	1000	NO COV	1000	07/01/2010	
46	BUILDING	2003	FORD CROWN VICTORIA	2FAFP71W63X220353	M64690	4,026	\$19,821	L	73980	ACV	Y	1000	NO COV	1000	07/01/2010	
47	POLICE	2006	FORD CROWN VICTORIA	2FAFP71W86X104284	CONF		\$25,533	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
48	POLICE	2006	FORD EXPLORER	1FMEU72E66UA21721	CONF		\$28,344	L	79120	ACV	Y	1000	NO COV	1000	07/01/2010	
49	POLICE	2006	FORD CROWN VICTORIA	2FAFP71W86X122218	MP8756		\$25,000	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
50	POLICE	2006	FORD 500	1FAFP27106G121424	CONF		\$27,490	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
51	POLICE	2006	FORD CROWN VICTORIA	2FAFP71W96X164042	CONF		\$25,000	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
52	POLICE	2006	FORD CROWN VICTORIA	2FAFP71W96X164043	MP855G		\$25,000	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
53	POLICE	2006	FORD CROWN VICTORIA	2FAFP71W96X164041	MP853G		\$25,000	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
54	POLICE	2007	FORD 500	1FAHP27177G145858	99AV56		\$24,161	L	79110	ACV	Y	1000	NO COV	1000	07/01/2010	
55	POLICE	2007	SPEED TRAILER	19US08187D597018	MP9899		\$6,000	L	69499	ACV	N	1000	NO COV	1000	07/01/2010	

Auto Fleet Schedule

Description of Information

Town of Tyngsborough

Territory # 7

Item #	Department	Year	Manufacturer & Model	Vin #	Plate #	GVW	Cost New	Type	Class	ACV RC	Med Pay	\$ Comp Deduct	\$ S.P. Deduct	\$ Coll Deduct	Effective Date	A/L/P Both
56	POLICE	2009	DODGE CHARGER	2BEKA43T29H519158	MP8866		\$29,000	L	79110	RC	Y	1000	NO COV	1000	07/01/2010	
57	POLICE	2009	DODGE CHARGER	2BEKA43T09H519157	MP9773		\$29,000	L	79110	RC	Y	1000	NO COV	1000	07/01/2010	
58	POLICE	2010	HARLEY DAVIDSON MOTORCYCLE	1HD1FHM1XAB644193	MMC7666		\$15,000	L	79420	ACV	Y	1000	NO COV	1000	07/01/2010	
59	POLICE	2010	HARLEY DAVIDSON MOTORCYCLE	1HD1FHM12AB649713	MMC7687		\$15,000	L	79420	ACV	Y	1000	NO COV	1000	07/01/2010	
60	SCHOOL	1992	FORD TRACTOR	UH27818	M47014		\$18,374	M	79650	ACV	Y	1000	NO COV	1000	07/01/2010	
61	SCHOOL	2010	CHEVROLET SILVERADO	1GC3KYBG6AF153589	M85695	9,200	\$26,515	L	01499	ACV	Y	1000	NO COV	1000	11/18/2010	
61	*** Deleted ***															
62	SCHOOL	2002	CHEVROLET SILVERADO	1GBJK34U62E254464	M68891		\$27,000	L	01499	ACV	Y	1000	NO COV	1000	11/18/2010	
63	SCHOOL	2002	UTILITY TRAILER	2222112552N900054	M68890		\$3,500	L	68499	ACV	Y	1000	NO COV	1000	07/01/2010	
64	SCHOOL	2002	JOHN DEERE FARM TRACTOR	LV4700P276196			\$19,691	M	79650	ACV	Y	1000	NO COV	1000	07/01/2010	
65	SEWER	1997	FORD EXPEDITION	1FMFU18LXVLC14434	M76199		\$29,870	L	73980	ACV	Y	1000	NO COV	1000	07/01/2010	
66	SEWER	2000	FORD CROWN VICTORIA	2FAFP71W7YX193848	MP371F		\$23,043	L	73980	ACV	Y	1000	NO COV	1000	07/01/2010	
67	SEWER	2003	FORD F550	1FDAF57F63EA62726	M69773	17,500	\$73,515	M	21499	ACV	Y	DEC 4C	NO COV	DEC 4C	07/01/2010	
68	SEWER	2006	FORD F250	1FTSX21586EB58222	M74748		\$30,000	L	01499	ACV	Y	1000	NO COV	1000	07/01/2010	
69	POLICE	2010	DODGE CHARGER	2B3AA4CT6AH248508	MP222J		\$31,000	L	79110	RC	Y	1000	NO COV	1000	08/24/2010	
70	POLICE	2010	DODGE CHARGER	2B3AA4CT8AH248509	MP197B		\$31,000	L	79110	RC	Y	1000	NO COV	1000	08/24/2010	
71	HIGHWAY	2010	CARMATE UTILITY TRAILER	5A3C612S9AL001512	M82917	2,990	\$5,000	L	68499	ACV	Y	1000	NO COV	1000	07/01/2010	

MIA Property and Casualty Group, Inc.
 One Winthrop Square
 Boston, MA 02110

PROPERTY
 COVERAGE

SPECIAL PROPERTY COVERAGE SUPPLEMENT

DECLARATIONS

CONTRACT # TYN00407-04-10

#1 MEMBER NAME AND ADDRESS:
 TYNGSBOROUGH, TOWN OF
 25 BRYANTS LANE
 TYNGSBOROUGH, MA 01879

#2 CONTRACT PERIOD: FROM 7/1/2010 TO 7/1/2011
 AT 12:01 AM STANDARD TIME
 AT THE ADDRESS SHOWN ABOVE

3 SCHEDULE OF COVERAGES:

Item	Type of Coverage	Form Number	Department	Description of Property	Vin/Serial Number	Limits of Insurance Valuation*	Deductible Each Occurrence
1	Contractors Equipment	MMP 025	CEMETERY	1998 CHEVROLET K3500	1GBJK34R7WF060604	\$28,596 ACV	\$1,000
2	Contractors Equipment	MMP 025	DPW	1986 GMC RESCUE FDNF	1GDJK34J1GJ505533	\$45,000 ACV	\$1,000
3	Contractors Equipment	MMP 025	FIRE	1998 CHEVROLET K1500 C-1	1GNEK13R2WJ311777	\$33,362 ACV	\$1,000
4	Contractors Equipment	MMP 025	FIRE	1997 SPARTAN FDNF LADDER	4S7HU1092VC024168	\$324,119 ACV	\$1,000
5	Contractors Equipment	MMP 025	FIRE	1987 SPARTAN FIRE TRUCK ENG-1	159AT6L0XJC185465	\$119,476 ACV	\$1,000
6	Contractors Equipment	MMP 025	FIRE	1990 FORD FDNF ENG-7	1FDYD80U7LV10729	\$37,960 ACV	\$1,000
7	Contractors Equipment	MMP 025	FIRE	1994 FORD FDNF TANK TRUCK	1FDY90L2RVA41914	\$138,823 ACV	\$1,000
8	Contractors Equipment	MMP 025	FIRE	1999 HME FIRE PUMPER ENG-4	44KFT285XWZ18954	\$204,991 ACV	\$1,000
9	Contractors Equipment	MMP 025	FIRE	2000 SPARTAN LA40T	4S7CT3191YC032256	\$280,000 RC	\$1,000
10	Contractors Equipment	MMP 025	FIRE	2006 SPARTAN CAB OVER	4S7HT2D946C053563	\$375,000 RC	\$1,000
11	Contractors Equipment	MMP 025	FIRE	2004 WELLS UTILITY TRAILER	1WC200G2341109081	\$75,000 ACV	\$1,000
12	Contractors Equipment	MMP 025	FIRE	2009 CHEVROLET SILVERADO	1GCHK74K99F177349	\$27,908 ACV	\$1,000
13	Contractors Equipment	MMP 025	HIGHWAY	2007 JOHN DEERE BACKHOE LOADER	T0310SG963409	\$112,842 ACV	\$1,000
14	Contractors Equipment	MMP 025	HIGHWAY	1988 CHEVROLET DUMP TRUCK	1GBM7D1B4JV106691	\$31,866 ACV	\$1,000
15	Contractors Equipment	MMP 025	HIGHWAY	2007 JOHN DEERE LOADER	DW544JH610562	\$127,416 ACV	\$1,000
16	Contractors Equipment	MMP 025	HIGHWAY	1994 CHEVROLET DUMP TRUCK	1GBM7H1M3RJ103423	\$34,154 ACV	\$1,000
17	Contractors Equipment	MMP 025	HIGHWAY	1997 MELRO BOBCAT	512225138	\$25,700 ACV	\$1,000

Item	Type of Coverage	Form Number	Department	Description of Property	Vin/Serial Number	Limits of Insurance	Valuation*	Deductible Each Occurrence
18	Contractors Equipment	MMP 025	HIGHWAY	1999 CHEVROLET DUMP TRUCK	1GBP7H1BXXJ107204	\$55,967	ACV	\$1,000
19	Contractors Equipment	MMP 025	HIGHWAY	1999 CHEVROLET DUMP TRUCK	1GBP7H1B3XJ107092	\$55,967	ACV	\$1,000
20	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C92J501925	\$75,594	ACV	\$1,000
21	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C62J501963	\$75,594	ACV	\$1,000
22	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C82J506212	\$75,594	ACV	\$1,000
23	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1CX2J506163	\$75,594	ACV	\$1,000
24	Contractors Equipment	MMP 025	HIGHWAY	2005 CHEVROLET 1 TON DUMP SILVERADO	1GBJK34275E206426	\$43,315	ACV	\$1,000
25	Contractors Equipment	MMP 025	HIGHWAY	2007 CHEVROLET DUMP W/PLOW	1GBP8C1B17F422900	\$105,966	ACV	\$1,000
26	Contractors Equipment	MMP 025	HIGHWAY	2009 CHEVROLET CHASSIS CAB TRUCK	1GBJK74K59E114373	\$42,647	ACV	\$1,000
27	Contractors Equipment	MMP 025	HIGHWAY	2009 CHEVROLET UTILITY TRUCK	1GBJK74KX9F173087	\$38,309	ACV	\$1,000
28	Contractors Equipment	MMP 025	SEWER	2003 FORD F550	1FDAF57F63EA62726	\$73,515	ACV	\$1,000
29	Fine Arts	MMP 032	TOWN	FINE ARTS - UNSCHEDULED		\$25,000	ACV	\$250
30	Musical Instruments	MMP 030	SCHOOL	MUSICAL INSTRUMENTS AND BAND UNIFORMS		\$10,000	ACV	\$250
31	Scheduled Property	MMP 023	POLICE/FIRE	POLICE & FIRE EQUIPMENT - MISCELLANEOUS		\$10,000	ACV	\$250
32	Watercraft Property	MMP 040	UNAVAILABLE	1990 BLUE STAR 16' ALUM BOAT W/TOBATSU 15 HP MOTOR	MODEL 288	\$1,700	ACV	\$250
33	Watercraft Property	MMP 040	UNAVAILABLE	1987 14' TROLLER BOAT W/1984 MERC. BOAT MOTOR		\$4,500	ACV	\$250
34	Scheduled Property	MMP 023	COUNCIL ON AGING	PANASONIC TELEVISION		\$800	ACV	\$250

Totals for Contractors Equipmen \$2,740,275.00
Totals for Fine Arts \$25,000.00
Totals for Musical Instruments \$10,000.00
Totals for Scheduled Property \$10,800.00
Totals for Watercraft Property \$6,200.00

Please Verify Schedule, Endorse and Return

Name: _____

Title: _____

Signature: _____

Date: _____

STATEMENT OF VALUES

Date: 1/24/2011

Name of Insured: Tyngsborough, Town of

Name of Company: MILA Property and Casualty Group, Inc.

Item #	Description and Location of Property		Value at 100%	
			Actual Cash Value	Replacement Cost When Applicable
1	A (B6)	Fire Station Kendall Road		\$311,098
	B	Personal Property in Above		\$77,267
2	A (B6)	Fire Station Lakeview Avenue		\$191,834
	B	Personal Property in Above		\$7,727
3	A (D6)	Highway Department Kendall Road		\$556,439
	B	Personal Property in Above		\$36,058
4	A (A6)	Pole Frame Salt Storage Leanto Kendall Road		\$31,770
	B	Personal Property in Above		\$5,151
5	A (B6)	Salt Storage Beehive Kendall Road		\$210,765
	B	Personal Property in Above		\$5,151
6	A (A6)	Winslow School Middlesex Road		\$1,529,509
	B	Personal Property in Above		\$36,058
	(D6)	The Early Childhood Center Coburn Road, Tyngsborough		\$2,680,129
	B	Personal Property in Above		\$77,267
8	A (B6)	Old Library Middlesex Road	\$236,363	\$0
	B	Personal Property in Above		\$0
9	A (A6)	Multi-Service Center Lakeview Avenue		\$272,390
	B	Personal Property in Above		\$20,605
10	A (D6)	Middle School Norris Road		\$5,919,137
	B	Personal Property in Above		\$231,801
11	A (D6)	Gymnasium Norris Road		\$1,953,877
	B	Personal Property in Above		\$82,418

The values shown must be Actual Cash Value (100%) or Replacement Cost Values (100%) and should reflect the basis of coverage

for each item and for either (A) Building or (B) Personal Property of the insured or both.

The values shall be submitted to the insurance group and subject to its acceptance.

Nothing contained in these instructions shall be construed as changing in any manner the conditions of the contract.

The group may require this Statement of Values to be signed by the Insured, or in the case of firms, by a partner or an officer.

A value of \$0.00 indicates that coverage is not included for the corresponding entry.

STATEMENT OF VALUES

Date: 1/24/2011

Name of Insured: Tyngsborough, Town of

Name of Company: MIIA Property and Casualty Group, Inc.

Item #	Description and Location of Property	Value at 100%	
		Actual Cash Value	Replacement Cost When Applicable
12 A (D6)	School Utility Building Norris Road		\$60,672
B	Personal Property in Above		\$1,545
13 A (B6)	Fire Station Chestnut Road		\$269,142
B	Personal Property in Above		\$7,727
14 A (A6)	Police Station Westford Road		\$2,241,372
B	Personal Property in Above		\$206,045
15 A (D6)	High School Norris Road		\$12,119,642
B	Personal Property in Above		\$772,669
16 A (B6)	Town Hall and Library Bryants Lane		\$2,542,277
B	Personal Property in Above		\$412,090
17 A (B6)	Library Contents Bryants Lane		\$0
B	Personal Property in Above		\$824,180
(C6)	Sewer Pump Station Mascuppic Trail		\$250,000
B	Personal Property in Above		\$0
19 A (C6)	Cemetery Storage Fletcher Drive		\$32,864
B	Personal Property in Above		\$10,302
20 A (C6)	Water Tank Norris Road		\$11,951
B	Personal Property in Above		\$0
21 A (C6)	Fencing around Water Tank, Roads, Playfields, Baseball and		\$11,951
B	Personal Property in Above		\$0
22 A (C6)	Field Storage Norris Road		\$2,060
B	Personal Property in Above		\$20,605

STATEMENT OF VALUES

Date: 1/24/2011

Name of Insured: Tyngsborough, Town of

Name of Company: MIA Property and Casualty Group, Inc.

Item #		Description and Location of Property	Value at 100%	
			Actual Cash Value	Replacement Cost When Applicable
23	A (A6)	Tyngsboro Elementary School Westford Rd.		\$14,062,002
	B	Personal Property in Above		\$2,060,450
24	A (A6)	Veterans Hall / Park & Rec Center w/ additions 120 Westford Road		\$420,323
	B	Personal Property in Above		\$3,091
25	A (B6)	Sewer Pump Station Phalanx		\$200,000
	B	Personal Property in Above		\$0
26	A (A6)	Sewer Pump Station Jefferson Drive		\$200,000
	B	Personal Property in Above		\$0
27	A (C6)	Sewer Pump Station Elm Street		\$200,000
	B	Personal Property in Above		\$0
28	A (A6)	Sewer Pump Station Coburn Road		\$76,125
	B	Personal Property in Above		\$0
	(C6)	Sewer Pump Station Cummings Rd. (Landfill)		\$200,000
	B	Personal Property in Above		\$0
30	A (C6)	Sewer Pump Station Flints Corner		\$200,000
	B	Personal Property in Above		\$0
31	A (A6)	Sewer Pump Station Sequoia Drive		\$200,000
	B	Personal Property in Above		\$0
32	A (A6)	Sewer Pump Station Willowdale Avenue		\$161,040
	B	Personal Property in Above		\$0
33	A (A6)	Sherburne Estate		\$437,168
	B	Personal Property in Above		\$0

STATEMENT OF VALUES

Date: 1/24/2011

Name of Insured: Tyngsborough, Town of

Name of Company: MIA Property and Casualty Group, Inc.

Item #	Description and Location of Property	Value at 100%	
		Actual Cash Value	Replacement Cost When Applicable
34 A (C6)	Sewer Pump Station		\$175,000
	Audrey Avenue		
B	Personal Property in Above		\$0
35 A (C6)	Sewer Pump Station		\$200,000
	Bridge Meadow		
B	Personal Property in Above		\$0
36 A (B6)	Vacant Building	\$553,300	\$0
	216 Middlesex Road		
B	Personal Property in Above		\$0
37 A (A6)	Wicasse Road Ball Field w/ additions		\$49,000
	Wicasse Road		
B	Personal Property in Above		\$1
38 A (A6)	Clover Hill Ball Fields w/ additions		\$37,000
	12 Clover Hill Circle		
B	Personal Property in Above		\$1
39 A (C6)	Sewer Pump Station		\$300,000
	Bridgeview Circle		
B	Personal Property in Above		\$0
(C6)	Meter Station		\$40,000
	Wood Street		
B	Personal Property in Above		\$0
41 A (C6)	Meter Station		\$40,000
	Middlesex Road		
B	Personal Property in Above		\$0
42 A (C6)	Meter Station		\$40,000
	Pawtucket Blvd.		
B	Personal Property in Above		\$0
43 A (C6)	Meter Station		\$40,000
	Willowdale Avenue		
B	Personal Property in Above		\$0
44 A (C6)	Meter Station		\$40,000
	Parham Road		
B	Personal Property in Above		\$0

STATEMENT OF VALUES

Date: 1/24/2011

Name of Insured: Tyngsborough, Town of
 Name of Company: MIA Property and Casualty Group, Inc.

Item #	Description and Location of Property	Value at 100%	
		Actual Cash Value	Replacement Cost When Applicable
45 A (A6)	Recreation Center		\$0
B	Personal Property in Above		\$5,030
46 A (A6)	Wicasse Concession Stand		\$0
B	Personal Property in Above		\$5,050
47 A (A6)	Bridge Meadow Concession Stand		\$0
B	Personal Property in Above		\$2,450
Total Amounts of Insurance		\$789,663	\$53,427,272

All values submitted are correct to the best of my knowledge and belief.

Name: _____
 Title: _____
 Date: _____



MIIA Member Services
12 Gill Street - Suite 1600
Woburn, MA 01801-1728
TEL (800) 526-6442
FAX (781) 376-9907
www.emiia.org

September 6, 2010

Re: 2010-2011 MIIA Property and Casualty Contract

Dear MIIA Member:

We are pleased to enclose your 2010-2011 MIIA Contract. Please review it carefully for coverage's, limits, and deductibles. Notify us immediately if you need to make any changes.

MIIA continues to be the leader in delivering stable, cost-effective insurance and risk management services to over 350 Massachusetts cities, towns, school districts, and other public entities. This year we are pleased to welcome 5 new MIIA members. In addition, 4 current members have purchased additional coverage from MIIA.

MIIA Rewards Program

The 2010-2011 MIIA Rewards Program will be announced shortly. This will be the eighth consecutive year that members can earn credits by participating in our wide variety of loss control programs. In FY2010 we surpassed the \$12,000,000 mark in total MIIA Rewards premium credits returned to our members since FY2003. We improve the program each year and strive to tailor it to your needs. We hope you take advantage of the FY2011 MIIA Rewards Program.

Participation Credits

The MIIA Participation Credit program will continue to be available to members of the workers' compensation and property and casualty programs. Participation Credits are distributed according to each member's longevity with MIIA and their premiums. This credit was reflected on your FY11 invoice.

Also, an additional participation credit of \$2,500,000 was approved by the MIIA Board and distributed at the end of fiscal 2010.

A total of over \$15,000,000 in participation credits has now been distributed to MIIA members.

On-line Services for MIIA Members

MIIA provides you with several Internet-based services listed below. If you have any questions about accessing these services, please ask your account executive or loss control representative. Three of those services are:

- Our on-line Human Resources Library called MIIA/HR Made Simple (formerly HR Sentry). This comprehensive website provides our members with the most current, Massachusetts-specific HR information available. It contains valuable information regarding Human Resources laws and offers sample policies for use

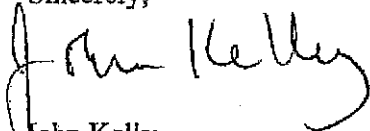
in your HR management.

- The MIIA website allows you to view Property / Casualty and Workers Compensation claim reports on-line. The website features information that is available to members only, and now offers simplified registration for MIIA Rewards training.
- MIIA coverage forms continue to be available to you on-line. Members can refer to these forms at any time via the MIIA website. The Coverage Forms Library is "protected" and available to members only.

Enclosed you will find our renewal questionnaire. Your Account Executive will ask for your assistance with completion of this during his/her visit in the fall.

On behalf of the Board of Directors, the entire MIIA staff thanks you for your continued support and commitment to the MIIA programs. If you have any questions concerning the FY 2011 insurance contract, please contact your Account Executive at MIIA Member Services, 800-526-6442.

Sincerely,



John Kelly
Operations Manager

INSURANCE CONTRACTS AND POLICIES FOR

Town of Tyngsborough

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**COMMON CONTRACT COVERAGES,
MEMBERSHIP AGREEMENT
AND BY-LAWS**

Property And Casualty Group, Inc.
Winthrop Square
Boston, MA 02110

COMMON
CONTRACT
COVERAGES

MEMBER INFORMATION CONTRACT # TYN00407-01-10

MEMBER NAME AND ADDRESS:

LYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
LYNGSBOROUGH, MA 01879

CONTRACT PERIOD: FROM 07/01/2010 TO 07/01/2011
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

SCHEDULE OF COVERAGES:

Common Contract Conditions	- Included (see Contract # TYN00407-01-10)
Auto Liability	- Included (see Contract # TYN00407-02-10)
Auto Physical Damage	- Included (see Contract # TYN00407-02-10)
General Liability	- Included (see Contract # TYN00407-03-10)
Property, Crime, Equipment Breakdown	- Included (see Contract # TYN00407-04-10)
Umbrella/Excess Liability	- Included (see Contract # TYN00407-05-10)
Law Enforcement Liability	- Included (see Contract # TYN00407-06-10)
Public Officials Liability	- Included (see Contract # TYN00407-07-10)
Director/Board Liability	- Included (see Contract # TYN00407-08-10)
Officer Compensation	- Included (see Contract # 10-389)

FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

EC 1, MCC 001 (0402)

RETURN FOR THE PAYMENT OF ANNUAL CONTRIBUTIONS AND SUBJECT TO ALL THE TERMS OF THIS CONTRACT, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS CONTRACT.

TOTAL ESTIMATED 07/01/2010 TO 07/01/2011 ANNUAL CONTRIBUTION FOR MEMBER COVERAGE: \$219,325

Witnessed On SEP 07 2010 By Stanley J. Corcoran
(Date) (Authorized Representative)

IIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**AUTO
COVERAGE**

DECLARATIONS

CONTRACT # TYN00407-02-10

MEMBER NAME AND ADDRESS:

**TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879**

**CONTRACT PERIOD: FROM 07/01/2010 TO 07/01/2011
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE**

SCHEDULE OF AUTO COVERAGES (AUTOS COVERED ARE LISTED BELOW):

<u>Coverage Type</u>	<u>Limits of Insurance</u>	<u>Deductible</u>
Bodily Injury Liability	\$1,000,000 Combined Single Limit	NONE
Personal Injury Protection	\$ 8,000 each person	NONE
Property Damage Liability	Included in Combined Single Limit	NONE
Medical Payments	\$ 5,000	NONE
Uninsured Motorist	\$100,000 each person/\$300,000 each accident	NONE
Underinsured Motorist	\$100,000 each person/\$300,000 each accident	NONE
Comprehensive	See MMP 001, Symbol #7 Applies	*
Specified Causes of Loss	NOT COVERED	---
Collision	See MMP 001, Symbol #7 Applies	*
Damage to Autos of Emergency Employees or Volunteers	\$ 5,000	NONE
Owned "Auto" Liability	Included in Combined Single Limit	NONE
Owned "Auto" Liability Extension	Included in Combined Single Limit	NONE
Hired "Auto" Liability	Included in Combined Single Limit	NONE
Other	NOT COVERED	---

AUTOS COVERED:

Liability and Personal Injury Protection - See MAP 001, Symbol #1 Applies
Medical Payments - As Per Auto Fleet Schedule
Uninsured Motorist - See MAP 001, Symbol #1 Applies
Underinsured Motorist - See MAP 001, Symbol #1 Applies
Comprehensive, Specified Causes Of Loss, and Collision - See MAP 001, Symbol #7 Applies

FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 2, MAP 001 (0707), MAP 002 (0796), MAP 010 (0705), MAP 020 (0796), GEN 006 (0795),
SCH 001 (0798)

*** AS PER AUTO FLEET SCHEDULE**



()

AUTO COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

NON-OWNED AUTO LIABILITY EXTENSION

For valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that, for the "autos" described in this endorsement, such changes in coverage as are specified herein are extended to the "additional insured(s)" indicated below. Coverage is afforded to the "additional insured(s)" only for those coverages and Limits selected herein, and subject to the terms of this endorsement.

"Additional Insured(s)": The following person(s) for whom an "X" is shown in the box, while using auto(s) owned by, leased or rented to them:

- ☒ Your employees
☒ Individuals serving as voluntary workers for you
☐ Others as specified below:

Designation or Description of Covered "Autos":

An "auto" owned by, leased or rented to, an "additional insured", but only while being used by such "additional insured" in the conduct of your business.

Coverage Provided:

Optional Liability Coverage

Limit of Insurance

\$ For any one "accident" the Bodily Injury and
Property Damage Liability Combined Single
Limit shown in the Declarations shall apply

SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Covered "auto" means an "auto" owned by, leased or rented to, an "additional insured", including any substitute or replacement "auto", but only while being used by such "additional insured" in the conduct of your business.

SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to an "additional insured" covered under this endorsement:

We have no duty to defend an "additional insured" against a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against an "additional insured" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "additional insured" against the non-covered claim(s).

B. WHO IS AN INSURED

WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured any "additional insured" as defined herein. However, an "additional insured" is an insured only for liability under OPTIONAL LIABILITY COVERAGE. Furthermore, an "additional insured" is an insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Such "additional insured".

C. LIMIT OF INSURANCE

The LIMIT OF INSURANCE under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to an "additional insured" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to an "additional insured" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. PAYMENT OF YOUR CONTRIBUTIONS

An "additional insured" is not liable for payment of your contributions.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of an "additional insured" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "additional insured" no longer serves in the capacity indicated in this endorsement;

whichever occurs first.

It is further understood and agreed that the status of an "additional insured" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. EXCESS INSURANCE

The coverage provided under this endorsement is excess over any other valid and collectible insurance available to an "additional insured".

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to an "additional insured" under this endorsement.

SECTION IX - DEFINITIONS

The following definition is added for the coverage provided by this endorsement:

"Additional insured" means any additional insured indicated on page 1 of this endorsement.

AUTO COVERAGE



THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - LESSOR

For valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

A Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that, for the "leased autos" described in this endorsement, such changes in coverage as are specified herein are extended to the additional insured listed below. Coverage is offered to the additional insured only for those coverages and limits selected herein, and subject to the terms of this endorsement.

Additional Insured ("Lessor"): TD BANK NORTH LEASING CORPORATION

Address: 5 COMMERCE PARK NORTH
BEDFORD, NH 03110

Make and Model or Description of "Leased Autos": 2007 FORD 500 SEL, VIN# 1FAHP27177G145858

	Coverage Selected:			
Personal Liability Coverage	<u>X</u> yes	<u>no</u> no	\$ <u>1,000,000</u>	Limit of Insurance Each Accident
Personal Injury Protection (Equivalent no-fault coverage)	<u>X</u> yes	<u>no</u> no	\$ <u>8,000</u>	Limit of Insurance Each Person
Comprehensive Coverage	<u>yes</u> yes	<u>no</u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1000</u> DEDUCTIBLE FOR EACH COVERED AUTO	
Collision Coverage	<u>yes</u> yes	<u>no</u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1000</u> DEDUCTIBLE FOR EACH COVERED AUTO	
Specified Causes of Loss Coverage	<u>yes</u> yes	<u>no</u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO	

SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

"leased auto" designated or described in this endorsement will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to the "lessor":

We have no duty to defend the "lessor" against a claim or "suit" alleging any act or omission falling within the exclusion below, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "lessor" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "lessor" against the non-covered claim(s).

B. WHO IS AN INSURED

For a covered "auto" that is a "leased auto", WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured the "lessor". However, the "lessor" is an insured for liability only under OPTIONAL LIABILITY COVERAGE. Furthermore, the "lessor" is a liability insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Any person, except the "lessor" or any employee or agent of the "lessor", operating a "leased auto" with the permission of any of the above.

C. EXCLUSIONS

The following exclusion is added to OPTIONAL LIABILITY COVERAGE for the coverage provided by this endorsement:

This coverage does not apply to "bodily injury" or "property damage" arising out of the acts, omissions or warranties of the "lessor", or any employee or agent of the "lessor".

D. LIMIT OF INSURANCE

The LIMIT OF INSURANCE CONDITION under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE,

and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION IV - PERSONAL INJURY PROTECTION

The LIMIT OF INSURANCE CONDITION under PERSONAL INJURY PROTECTION is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for PERSONAL INJURY PROTECTION, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO LOSS CONDITIONS

LOSS PAYABLE CONDITION - PHYSICAL DAMAGE LOSS

The following Loss Payable Condition applies for Comprehensive, Collision and Specified Causes of Loss Coverages (as applicable):

1. We will pay you and the "lessor" for loss to a "leased auto", as the respective interests may appear.
2. We will cover the interest of the "lessor" unless the "loss" results from fraudulent acts or omissions on your part. We will not pay the "lessor" if the "loss" to the "leased auto" is the result of arson, theft, or any other means of disposal committed by the "lessor" or at the direction of the "lessor".
3. If we make any payment to the "lessor", we will obtain his or her rights against any other party.

SECTION VIII - AUTO GENERAL CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. CANCELLATION

Should this contract or this endorsement be canceled before the expiration date thereof, we will endeavor to mail to the "lessor", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. PAYMENT OF YOUR CONTRIBUTIONS

The "lessor" is not liable for payment of your contributions.

C. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "lessor" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "lessor" or his or her agent takes possession of the "leased auto";

whichever occurs first.

It is further understood and agreed that the status of the "lessor" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions, and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to the "lessor" under this endorsement.

SECTION IX - DEFINITIONS

The following definitions are added for the coverage provided by this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the "lessor".

"Lessor" means the additional insured named on page 1 of this endorsement.

AUTO COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - LESSOR

valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract or another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

A Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

understood and agreed that, for the "leased autos" described in this endorsement, such changes in coverage as are specified herein are extended to the additional insured listed below. Coverage is offered to the additional insured only for those coverages and amounts selected herein, and subject to the terms of this endorsement.

Additional Insured ("Lessor"): Manchester Harley Davidson Buell

115 John E Devine Drive
 Manchester, NH 03103

Signature or Description of "Leased Autos": (2) 2010 HARLEY DAVIDSON MOTORCYCLES, VIN #'S: 1HD1FHM12AB649713 & 1FHM1XAB644193

Coverage Selected:

Personal Liability Coverage <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	\$ <u>1,000,000</u> Limit of Insurance Each Accident
Personal Injury Protection Equivalent no-fault coverage) <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	\$ <u>8,000</u> Limit of Insurance Each Person
Comprehensive Coverage <input type="checkbox"/> yes <input type="checkbox"/> no WHICHEVER IS LESS; MINUS: \$ <u>1,000</u>	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, DEDUCTIBLE FOR EACH COVERED AUTO
Collision Coverage <input type="checkbox"/> yes <input type="checkbox"/> no WHICHEVER IS LESS; MINUS: \$ <u>1,000</u>	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, DEDUCTIBLE FOR EACH COVERED AUTO
Specified Causes of Loss Coverage <input type="checkbox"/> yes <input type="checkbox"/> no WHICHEVER IS LESS; MINUS: \$ _____	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, DEDUCTIBLE FOR EACH COVERED AUTO

SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Any "leased auto" designated or described in this endorsement will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to the "lessor":

We have no duty to defend the "lessor" against a claim or "suit" alleging any act or omission falling within the exclusion below, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "lessor" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "lessor" against the non-covered claim(s).

B. WHO IS AN INSURED

For a covered "auto" that is a "leased auto", WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured the "lessor". However, the "lessor" is an insured for liability only under OPTIONAL LIABILITY COVERAGE. Furthermore, the "lessor" is a liability insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Any person, except the "lessor" or any employee or agent of the "lessor", operating a "leased auto" with the permission of any of the above.

C. EXCLUSIONS

The following exclusion is added to OPTIONAL LIABILITY COVERAGE for the coverage provided by this endorsement:

This coverage does not apply to "bodily injury" or "property damage" arising out of the acts, omissions or warranties of the "lessor", or any employee or agent of the "lessor".

D. LIMIT OF INSURANCE

The LIMIT OF INSURANCE CONDITION under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE,

and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION IV - PERSONAL INJURY PROTECTION

The LIMIT OF INSURANCE CONDITION under PERSONAL INJURY PROTECTION is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for PERSONAL INJURY PROTECTION, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO LOSS CONDITIONS

LOSS PAYABLE CONDITION - PHYSICAL DAMAGE LOSS

The following Loss Payable Condition applies for Comprehensive, Collision and Specified Causes of Loss Coverages (as applicable):

1. We will pay you and the "lessor" for loss to a "leased auto", as the respective interests may appear.
2. We will cover the interest of the "lessor" unless the "loss" results from fraudulent acts or omissions on your part. We will not pay the "lessor" if the "loss" to the "leased auto" is the result of arson, theft, or any other means of disposal committed by the "lessor" or at the direction of the "lessor".
3. If we make any payment to the "lessor", we will obtain his or her rights against any other party.

SECTION VIII - AUTO GENERAL CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. CANCELLATION

Should this contract or this endorsement be canceled before the expiration date thereof, we will endeavor to mail to the "lessor", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. PAYMENT OF YOUR CONTRIBUTIONS

The "lessor" is not liable for payment of your contributions.

C. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "lessor" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "lessor" or his or her agent takes possession of the "leased auto";

whichever occurs first.

It is further understood and agreed that the status of the "lessor" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions, and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to the "lessor" under this endorsement.

SECTION IX - DEFINITIONS

The following definitions are added for the coverage provided by this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the "lessor".

"Lessor" means the additional insured named on page 1 of this endorsement.

AUTO COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - LESSOR

valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

A Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time. at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that, for the "leased autos" described in this endorsement, such changes in coverage as are specified herein are extended to the additional insured listed below. Coverage is offered to the additional insured only for those coverages and limits selected herein, and subject to the terms of this endorsement.

Additional Insured ("Lessor"):
 Address: SUN TRUST LEASING CORPORATION
 29 W. SUSQUEHANNA AVENUE
 SUITE 400
 TOWSON, MD 21204

Signature or Description of "Leased Autos": 2006 FORD CROWN VICTORIA VIN #2414P71W86X104284 AND A 2006 FORD EXPLORER VIN #1FMEU72E66UA21721

	Coverage Selected:			
Personal Liability Coverage	<u>X</u> yes	<u> </u> no	\$ <u>1,000,000</u>	Limit of Insurance Each Accident
Personal Injury Protection (Equivalent no-fault coverage)	<u>X</u> yes	<u> </u> no	\$ <u>8,000</u>	Limit of Insurance Each Person
Comprehensive Coverage	<u> </u> yes	<u> </u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1000</u> DEDUCTIBLE FOR EACH COVERED AUTO	
Collision Coverage	<u> </u> yes	<u> </u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1000</u> DEDUCTIBLE FOR EACH COVERED AUTO	
Specified Causes of Loss Coverage	<u> </u> yes	<u> </u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u> </u> DEDUCTIBLE FOR EACH COVERED AUTO	

SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Any "leased auto" designated or described in this endorsement will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to the "lessor":

We have no duty to defend the "lessor" against a claim or "suit" alleging any act or omission falling within the exclusion below, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "lessor" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "lessor" against the non-covered claim(s).

B. WHO IS AN INSURED

For a covered "auto" that is a "leased auto", WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured the "lessor". However, the "lessor" is an insured for liability only under OPTIONAL LIABILITY COVERAGE. Furthermore, the "lessor" is a liability insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Any person, except the "lessor" or any employee or agent of the "lessor", operating a "leased auto" with the permission of any of the above.

C. EXCLUSIONS

The following exclusion is added to OPTIONAL LIABILITY COVERAGE for the coverage provided by this endorsement:

This coverage does not apply to "bodily injury" or "property damage" arising out of the acts, omissions or warranties of the "lessor", or any employee or agent of the "lessor".

D. LIMIT OF INSURANCE

The LIMIT OF INSURANCE CONDITION under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE,

and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION IV - PERSONAL INJURY PROTECTION

The LIMIT OF INSURANCE CONDITION under PERSONAL INJURY PROTECTION is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for PERSONAL INJURY PROTECTION, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO LOSS CONDITIONS

LOSS PAYABLE CONDITION - PHYSICAL DAMAGE LOSS

The following Loss Payable Condition applies for Comprehensive, Collision and Specified Causes of Loss Coverages (as applicable):

1. We will pay you and the "lessor" for loss to a "leased auto", as the respective interests may appear.
2. We will cover the interest of the "lessor" unless the "loss" results from fraudulent acts or omissions on your part. We will not pay the "lessor" if the "loss" to the "leased auto" is the result of arson, theft, or any other means of disposal committed by the "lessor" or at the direction of the "lessor".
3. If we make any payment to the "lessor", we will obtain his or her rights against any other party.

SECTION VIII - AUTO GENERAL CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. CANCELLATION

Should this contract or this endorsement be canceled before the expiration date thereof, we will endeavor to mail to the "lessor", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. PAYMENT OF YOUR CONTRIBUTIONS

The "lessor" is not liable for payment of your contributions.

C. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "lessor" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "lessor" or his or her agent takes possession of the "leased auto";

whichever occurs first.

It is further understood and agreed that the status of the "lessor" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions, and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to the "lessor" under this endorsement.

SECTION IX - DEFINITIONS

The following definitions are added for the coverage provided by this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the "lessor".

"Lessor" means the additional insured named on page 1 of this endorsement.

AUTO COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - LESSOR

For valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract or less another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

IA Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that, for the "leased autos" described in this endorsement, such changes in coverage as are specified herein are extended to the additional insured listed below. Coverage is offered to the additional insured only for those coverages and limits selected herein, and subject to the terms of this endorsement.

Additional Insured ("Lessor"): **LOWELL REGIONAL TRANSIT AUTHORITY**
 Address: **145 THORNDIKE STREET**
LOWELL, MA 01852

Signature or Description of "Leased Autos": **2007 ELDORADO AERO-LITE MINI VAN, VIN#: 1FDWE35S97DA37781**

	<u>Coverage Selected:</u>				
Personal Liability Coverage	<u>X</u> yes	<u> </u> no	\$ <u>1,000,000</u>		Limit of Insurance Each Accident
Personal Injury Protection (Equivalent no-fault coverage)	<u>X</u> yes	<u> </u> no	\$ <u>8,000</u>		Limit of Insurance Each Person
Comprehensive Coverage	<u> </u> yes	<u> </u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1,000</u> DEDUCTIBLE FOR EACH COVERED AUTO		
Collision Coverage	<u> </u> yes	<u> </u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1,000</u> DEDUCTIBLE FOR EACH COVERED AUTO		
Specified Causes of Loss (Theft)	<u> </u> yes	<u> </u> no	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u> </u> DEDUCTIBLE FOR EACH COVERED AUTO		

SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Any "leased auto" designated or described in this endorsement will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to the "lessor":

We have no duty to defend the "lessor" against a claim or "suit" alleging any act or omission falling within the exclusion below, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "lessor" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "lessor" against the non-covered claim(s).

B. WHO IS AN INSURED

For a covered "auto" that is a "leased auto", WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured the "lessor". However, the "lessor" is an insured for liability only under OPTIONAL LIABILITY COVERAGE. Furthermore, the "lessor" is a liability insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents;
3. Any person, except the "lessor" or any employee or agent of the "lessor", operating a "leased auto" with the permission of any of the above.

C. EXCLUSIONS

The following exclusion is added to OPTIONAL LIABILITY COVERAGE for the coverage provided by this endorsement:

This coverage does not apply to "bodily injury" or "property damage" arising out of the acts, omissions or warranties of the "lessor", or any employee or agent of the "lessor".

D. LIMIT OF INSURANCE

The LIMIT OF INSURANCE CONDITION under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE,

and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION IV - PERSONAL INJURY PROTECTION

The LIMIT OF INSURANCE CONDITION under PERSONAL INJURY PROTECTION is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for PERSONAL INJURY PROTECTION, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO LOSS CONDITIONS

LOSS PAYABLE CONDITION - PHYSICAL DAMAGE LOSS

The following Loss Payable Condition applies for Comprehensive, Collision and Specified Causes of Loss Coverages (as applicable):

1. We will pay you and the "lessor" for loss to a "leased auto", as the respective interests may appear.
2. We will cover the interest of the "lessor" unless the "loss" results from fraudulent acts or omissions on your part. We will not pay the "lessor" if the "loss" to the "leased auto" is the result of arson, theft, or any other means of disposal committed by the "lessor" or at the direction of the "lessor".
3. If we make any payment to the "lessor", we will obtain his or her rights against any other party.

SECTION VIII - AUTO GENERAL CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. CANCELLATION

Should this contract or this endorsement be canceled before the expiration date thereof, we will endeavor to mail to the "lessor", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. PAYMENT OF YOUR CONTRIBUTIONS

The "lessor" is not liable for payment of your contributions.

C. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "lessor" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "lessor" or his or her agent takes possession of the "leased auto".

whichever occurs first.

It is further understood and agreed that the status of the "lessor" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions, and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to the "lessor" under this endorsement.

SECTION IX - DEFINITIONS

The following definitions are added for the coverage provided by this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the "lessor".

"Lessor" means the additional insured named on page 1 of this endorsement.

AUTO COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - LESSOR

valuable consideration, this endorsement is added to Form MAP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

 Authorized Representative Signature

It is understood and agreed that, for the "leased autos" described in this endorsement, such changes in coverage as are specified herein are extended to the additional insured listed below. Coverage is offered to the additional insured only for those coverages and amounts selected herein, and subject to the terms of this endorsement.

Additional Insured ("Lessor"): De Lage Langen Public Finance LLC, and/or it's assigns

Address: 2600 Grand Rapid Blvd, Ste 380
 Kansas city, MO 64108

Identification or Description of "Leased Autos": (2) 2009 DODGE CHARGES #2BEKA43T29H519158 AND VIN 3KA43T09H519157

	Coverage Selected:			
Personal Liability Coverage	<u>X</u> yes	<u>no</u>	\$ <u>1,000,000</u>	Limit of Insurance Each Accident
Personal Injury Protection (Equivalent no-fault coverage)	<u>X</u> yes	<u>no</u>	\$ <u>8,000</u>	Limit of Insurance Each Person
Comprehensive Coverage	<u>yes</u>	<u>no</u>	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1,000</u> DEDUCTIBLE FOR EACH COVERED AUTO	
Collision Coverage	<u>yes</u>	<u>no</u>	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ <u>1,000</u> DEDUCTIBLE FOR EACH COVERED AUTO	
Uninsured Causes of Loss (Coverage)	<u>yes</u>	<u>no</u>	ACTUAL CASH VALUE OR COST TO REPAIR OR REPLACE, WHICHEVER IS LESS; MINUS: \$ _____ DEDUCTIBLE FOR EACH COVERED AUTO	



SECTION I - COVERED AUTOS

The following is added for the coverage provided under this endorsement:

Any "leased auto" designated or described in this endorsement will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

SECTION II - LIABILITY COVERAGES

- A. The COVERAGE AGREEMENT of OPTIONAL LIABILITY COVERAGE is amended as follows with respect to the "lessor":

We have no duty to defend the "lessor" against a claim or "suit" alleging any act or omission falling within the exclusion below, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "lessor" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "lessor" against the non-covered claim(s).

B. WHO IS AN INSURED

For a covered "auto" that is a "leased auto", WHO IS AN INSURED under OPTIONAL LIABILITY COVERAGE is changed to include as an insured the "lessor". However, the "lessor" is an insured for liability only under OPTIONAL LIABILITY COVERAGE. Furthermore, the "lessor" is a liability insured only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You,
2. Any of your employees or agents,
3. Any person, except the "lessor" or any employee or agent of the "lessor", operating a "leased auto" with the permission of any of the above.

C. EXCLUSIONS

The following exclusion is added to OPTIONAL LIABILITY COVERAGE for the coverage provided by this endorsement:

This coverage does not apply to "bodily injury" or "property damage" arising out of the acts, omissions or warranties of the "lessor", or any employee or agent of the "lessor".

D. LIMIT OF INSURANCE

The LIMIT OF INSURANCE CONDITION under OPTIONAL LIABILITY COVERAGE is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for OPTIONAL LIABILITY COVERAGE,

and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION IV - PERSONAL INJURY PROTECTION

The LIMIT OF INSURANCE CONDITION under PERSONAL INJURY PROTECTION is amended as follows:

The coverage afforded to the "lessor" as an insured under this endorsement is subject to a special Limit of Insurance stated on page 1 of this endorsement. It is further understood and agreed that the coverage afforded to the "lessor" shall be otherwise subject to the terms and provisions of the LIMIT OF INSURANCE CONDITION for PERSONAL INJURY PROTECTION, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and said Condition.

SECTION VIII - AUTO LOSS CONDITIONS

LOSS PAYABLE CONDITION - PHYSICAL DAMAGE LOSS

The following Loss Payable Condition applies for Comprehensive, Collision and Specified Causes of Loss Coverages (as applicable):

1. We will pay you and the "lessor" for loss to a "leased auto", as the respective interests may appear.
2. We will cover the interest of the "lessor" unless the "loss" results from fraudulent acts or omissions on your part. We will not pay the "lessor" if the "loss" to the "leased auto" is the result of arson, theft, or any other means of disposal committed by the "lessor" or at the direction of the "lessor".
3. If we make any payment to the "lessor", we will obtain his or her rights against any other party.

SECTION VIII - AUTO GENERAL CONDITIONS

The AUTO GENERAL CONDITIONS are amended as follows:

A. CANCELLATION

Should this contract or this endorsement be canceled before the expiration date thereof, we will endeavor to mail to the "lessor", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. PAYMENT OF YOUR CONTRIBUTIONS

The "lessor" is not liable for payment of your contributions.

C. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "lessor" as an insured under this contract shall immediately terminate when:

1. We cancel this endorsement;
2. We cancel this contract; or
3. The "lessor" or his or her agent takes possession of the "leased auto";

whichever occurs first.

It is further understood and agreed that the status of the "lessor" as an insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

D. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions, and exclusions contained in Form MAP 001, and those of any other amendatory endorsement thereto, are applicable to the coverage afforded to the "lessor" under this endorsement.

SECTION IX - DEFINITIONS

The following definitions are added for the coverage provided by this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the "lessor".

"Lessor" means the additional insured named on page 1 of this endorsement.

LOSS PAYABLE CLAUSE

This endorsement is added to this contract effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

A Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Loss, if any, shall be adjusted with the Named Insured and shall be payable jointly to The Named Insured and

TD Bank North Leasing Corporation, 5 Commerce Park North, Bedford NH 03110

as their interests may appear, with respect to the property described below:

2007 FORD 500 SEL, VIN# 1FAHP27177G145858

LOSS PAYABLE CLAUSE

This endorsement is added to this contract effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

IA Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Loss, if any, shall be adjusted with the Named Insured and shall be payable jointly to The Named Insured and

Manchester Harley Davidson Buell, 115 John e Devine Drive, Manchester, NH 03103

as their interests may appear, with respect to the property described below:

(2) 2010 HARLEY DAVIDSON MOTORCYCLES, VIN #'S: 1HD1FHM12AB649713 & 1HD1FHM1XAB644193

LOSS PAYABLE CLAUSE

This endorsement is added to this contract effective on the inception date of the contract unless another date is indicated below.
(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

A Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Loss, if any, shall be adjusted with the Named Insured and shall be payable jointly to The Named Insured and

Lowell Regional Transit Authority, 145 Thorndike Street, Lowell, MA 01852

as their interests may appear, with respect to the property described below:

A LEASE OF A 2007 ELDORADO AERO-LITE MINI VAN, VIN# 1FDWE35S97DA37781

LOSS PAYABLE CLAUSE

This endorsement is added to this contract effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

IA Property and Casualty Group, Inc. Contract No. TYN00407-02-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Loss, if any, shall be adjusted with the Named Insured and shall be payable jointly to The Named Insured and

De Lage Langen Public Finance, LLC, and/or it's assigns, 2600 Grand Rapid Blvd., Ste 380, Kansas City, MO 64108
as their interests may appear, with respect to the property described below:

TWO 2009 DODGE CHARGES VIN #2BEKA43T29H519158 AND VIN #2B3KA43T09H519157

GENERAL LIABILITY

111A Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

GENERAL LIABILITY
COVERAGE

EXCLUSIONS

CONTRACT # TYN00407-03-10

MEMBER NAME AND ADDRESS:
TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

CONTRACT PERIOD: FROM 07/01/2010 TO 07/01/2011
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

<u>SCHEDULE OF GENERAL LIABILITY COVERAGES:</u>	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Occurrence Limit	\$ 1,000,000	*
Personal and Advertising Injury Liability Limit	\$ 1,000,000	NONE
Employee Benefit Liability Limit	\$ 1,000,000	NONE
Medical Payments Limit	\$ 10,000 Any One Person	NONE
Medical Payments for Certain Officials	\$ 25,000 Any One Person	NONE
General Aggregate Limit	\$ 3,000,000 Each Location	*
(Other than Products Completed Operations)		
Products Completed Operations Aggregate Limit	\$ 3,000,000	*

FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 3, MGP 001 (0707), MGP 002 (0709), MGP 005 (0702), MGP 006 (0795), MGP 009 (0703),
MGP 009A (0702), MGP 010 (0701), MGP 013 (0701), MGP 014 (0706), MGP 015 (0706),
MGP 019 (0796), MGP 021 (0702), MGP 031 (0402), MGP 050 (0799), MGP 052 (0702)

*NOTE: Deductible Amount - \$2,500, Refer to MGP 005

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

MUNICIPALITY EXCLUSION ENDORSEMENT

In consideration of the contribution charged, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MILA Property and Casualty Group, Inc. Contract No. TYN00407-03-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that unless an "X" is shown in the box below, coverage under Form MGP 001 of this contract shall not apply to "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" or "Medical Payments" arising from your ownership, maintenance, use or operation of:

- ☐ 1. Amusement Parks.
- ☐ 2. Dams including, but not limited to, any barrier constructed to hold back water. (See MGP 052)
- ☐ 3. Exhibition or Convention Buildings including Arenas and Auditoria (other than School).
- ☐ 4. Golf Courses.
- ☐ 5. Housing Projects.
- ☐ 6. Property (other than vacant land) acquired through foreclosure and not used for municipal operations.
- ☐ 7. Skate Board Facilities.
- ☐ 8. Ski Facilities with Lifts.
- ☐ 9. Stadia, Bleachers, or Grandstands with a total seating capacity in excess of 5,000.
- ☐ 10. Trampolines or Other Rebound Tumbling Devices
- ☐ 11. Transportation Systems, Facilities, and Services including Airports, Bus Systems or other Mass Transit Facilities such as Subways and Aircraft.
- ☐ 12. Utilities -
 - ☐ a. Water
 - ☐ b. Electric
 - ☐ c. Gas
 - ☐ d. Steam
- ☐ 13. Water Facilities -
 - ☐ a. Wharves, Piers, Docks, Floats, but not Marina Operations.
 - ☐ b. Marina Operations.
- ☐ 14. Zoos.
- ☐ 15. Funeral Homes and Crematories.
- ☐ 16.
- ☐ 17.

If an "X" is shown in the box above, coverage is provided subject to the following Special Conditions, if any:

GENERAL LIABILITY COVERAGE



THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

DEDUCTIBLE LIABILITY COVERAGE – DESIGNATED HAZARDS

In consideration of the contribution charged, it is understood and agreed that the following changes in coverage are attached to and made part of Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. TYN00407-03-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SCHEDULE

Coverage

Amount and Basis of Deductible
PER CLAIM

Bodily Injury Liability and/or
Property Damage Liability Combined

\$2,500

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT. This endorsement applies to claims for damages arising out of the backup of sewage from a sewerage treatment or collection system or of water from a water distribution system, owned or operated by you.

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.
- B. The deductible amount stated in the Schedule above:
 1. Applies to all damages sustained by any one person because of "bodily injury" and "property damage" combined as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes all titleholders of the same property or an organization owning the property.
 2. Includes loss payments, and adjustment, investigative and legal fees and costs, whether or not loss payments are made.
- C. The terms of this coverage, including those with respect to:
 1. Our right and duty to defend against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim, or "suit";
 apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to investigate or settle any claim or defend any "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. TYN00407-03-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): Maureen F. DiPalma, Stonebluff, LLC

Address: 36 Hillman Street, Unit 1
Tewksbury, MA 01876

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

As respects rental/lease of garage unit for Town's sewer department vehicles at 61 Progress Avenue, Unit 2, Tyngsborough, MA.

Limit of Liability: \$1,000,000
\$1,000,000

Per Occurrence
Aggregate

SECTION II - WHO IS AN INSURED

WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

SECTION III - LIMITS OF INSURANCE

The LIMITS OF INSURANCE (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The CANCELLATION Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

 **THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY**

PESTICIDE OR HERBICIDE LIABILITY COVERAGE

For valuable consideration, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. TRU00256-03-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Truro	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

**Under SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, AND
COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:**

It is understood and agreed that, with respect to the operations described in the Schedule below, paragraph (1)(d)(i) of Exclusion g. (Pollution) of COVERAGE A (SECTION I) and paragraph (1)(d)(i) of Exclusion b. (Pollution) of COVERAGE B (SECTION I) do not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations and if the employees applying said pesticides and herbicides are certified by the applicable federal or state agency to use said pesticides or herbicides.

SCHEDULE

Description of Operations: As respects liability for the application of pesticides or herbicides usual to a municipality and municipal golf course.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT - PLEASE READ IT CAREFULLY

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS EXCLUSION

In consideration of the contribution charged, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract, unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MLA Property and Casualty Group, Inc. Contract No. TYN00407-03-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SCHEDULES

**SCHEDULE A - COVERAGES TO BE EXCLUDED UNDER THIS ENDORSEMENT
(SUBJECT TO THE DESCRIPTION IN SCHEDULE B)**

☒ any one or more of the following:

- ☒ Bodily Injury
- ☒ Property Damage
- ☒ Personal and Advertising Injury
- ☒ Employee Benefit Liability

**SCHEDULE B - DESCRIPTION OF LOCATION,
OPERATIONS, PRODUCTS OR SERVICES TO BE EXCLUDED UNDER THIS ENDORSEMENT
(TO WHICH SCHEDULE A APPLIES)**

Description of location(s) ALL
operation(s), product(s) or
services(s) _____

It is understood and agreed that in order to clarify liability coverage with respect to Year 2000 Computer-Related and Other Electronic Problems, the following is attached to and made part of Form MGP 001 of this contract.

The following exclusion is added under SECTION I - COVERAGES, Paragraph 2. Exclusions of Coverage A. Bodily Injury and Property Damage Liability, Paragraph 2. Exclusions of Coverage B. Personal and Advertising Injury Liability, and Paragraph 2. Exclusions of Coverage D. Employee Benefit Liability:

This coverage does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or employee benefit loss arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in the contract;
 - (2) Computer application software or other Electronic Media and Records as may be described elsewhere in the contract;
 - (3) Computer operating systems and related software;

- (4) Computer networks;
- (5) Microprocessors (computer chips) not part of any computer system; or
- (6) Any other computerized or electronic equipment or components; or

- b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. of this endorsement.

This exclusion applies to the types of injury or damage indicated in Schedule A - Coverages To Be Excluded Under This Endorsement arising out of all operations, products or services, or all operations or services at or from all locations, described in Schedule B - Description Of Location, Operations, Products Or Services To Be Excluded Under This Endorsement.

PROPERTY

III A Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

PROPERTY COVERAGE SUMMARY

PROPERTY
COVERAGE

DESCRIPTIONS

CONTRACT # TYN00407-04-10

MEMBER NAME AND ADDRESS:

TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

CONTRACT PERIOD: FROM 07/01/2010 TO 07/01/2011
AT 12:01 AM STANDARD TIME
AT THE LOCATION OF COVERED PREMISES

A AMOUNT OF INSURANCE:	Coinsurance Percentage	Amount of Insurance Per Occurrence	Deductible Per Occurrence
	100%	\$54,216,935	\$2,500

3 ADDITIONAL COVERAGES (SEE MMP001):	Limits of Insurance Per Occurrence	Deductible Per Occurrence
CFC Refrigerants	\$ 100,000	NONE
Data Processing and Telecom Systems	\$ 25,000	\$250
Employee Faithful Performance	\$ 200,000	NONE
Equipment Breakdown	SEE DEC 4b	SEE DEC 4b
Forgery or Alteration	\$ 100,000	NONE
Spoilage or Contamination (of Perishable Goods)	\$ 100,000	\$1,000

4 COVERAGE EXTENSIONS (SEE MMP001):	Limits of Insurance Per Occurrence	Deductible Per Occurrence
Accounts Receivable	\$ 100,000	NONE
Extra Expense	\$ 200,000	NONE
Money & Securities - Inside/Outside	\$ 100,000	NONE
Outdoor Property	\$ 100,000	SEE MMP 001
Personal Effects of Others	\$ 20,000	NONE
Property off Described Premises	\$ 100,000	SEE MMP 001
Rental or Other Business Income	SEE MMP 001	NONE
Valuable Papers and Records	\$ 100,000	NONE

SPECIAL PROPERTY FORMS:

	NOT COVERED	---
Builders Risk	NOT COVERED	---
Earthquake	\$2,000,000	\$25,000
Flood	\$2,000,000	\$25,000
Special Property	SEE DEC 4C	SEE DEC 4c
Terrorism	SEE MMP 005	SEE ITEM #3A
Vacant Buildings	SEE MMP 017	SEE MMP 017
Other	NOT COVERED	---

FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC PAGES 4a, 4b, 4c, MMP 001 (0710), MMP 003 (0703), MMP 005 (0703), MMP 011 (0797),
MMP 014 (0705), MMP 017 (0795), MMP 019 (0796), MMP 020 (0796), MMP 023 (0705),
MMP 025 (0703), MMP 030 (0705), MMP 032 (0705), MMP 040 (0796), MMP 050 (0799),
MMP 100 (1091)

IIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

PROPERTY
COVERAGE

EQUIPMENT BREAKDOWN ADDITIONAL COVERAGE SUPPLEMENT

DECLARATIONS

CONTRACT # TYN00407-04-10

MEMBER NAME AND ADDRESS:

TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

CONTRACT PERIOD: FROM 07/01/2010 TO 07/01/2011
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

SCHEDULE OF COVERAGES:

<u>Type of Coverage</u>	<u>Limits of Insurance Per Accident</u>	<u>Deductible Per Accident</u>
1. Equipment Breakdown	The Amount of Insurance shown in ITEM 3A of Declarations Page 4a or \$50,000,000, whichever is greater	\$ 1,000 on covered equipment, <u>except</u> \$ 2,500 on all skating rink equipment \$ 2,500 on all motors/pumps, exceeding 500HP \$ 5,000 minimum on all transformers - Above 3333 KVA - \$1.50 per KVA \$ 50,000 minimum on Deisel engines and their generators Above 5,000 HP - \$10 per HP
2. Extra Expense and Rental or Other Business Income	The Limit of Insurance shown in ITEM 3C of Declarations Page 4a	Included, except 12 Hours Waiting Period*

This policy will not be liable for any loss, damage or expense under Off-Premises Service Interruption - Time Element coverage or under Spoilage or Contamination resulting from service interruption unless the period of interruption of a service exceeds the specified Waiting Period of time. If the stated Waiting Period of time is exceeded, then this policy is liable for the entire period of interruption, subject to any applicable deductibles.

Property And Casualty Group, Inc.
 Ninthrop Square
 n, MA 02110

**PROPERTY
 COVERAGE**

SPECIAL PROPERTY COVERAGE SUPPLEMENT

CONTRACT # TYN00407-04-10

ARATIONS

MEMBER NAME AND ADDRESS:
YNGSBOROUGH, TOWN OF
5 BRYANTS LANE
YNGSBOROUGH, MA 01879

ONTRACT PERIOD: **FROM 7/1/2010 TO 7/1/2011**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

SCHEDULE OF COVERAGES:

Type of coverage	Form Number	Department	Description of Property	Vin/Serial Number	Limits of Insurance	Valuation*	Deductible Each Occurrence
Contractors equipment	MMP 025	CEMETERY	1998 CHEVROLET K3500	1GBJK34R7WF060604	\$28,596	ACV	\$1,000
Contractors equipment	MMP 025	DPW	1986 GMC RESCUE FDNF	1GDJK34J1GJ505533	\$45,000	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	1998 CHEVROLET K1500 C-1	1GNEK13R2WJ311777	\$33,362	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	1997 SPARTAN FDNF LADDER	4S7HU1092VC024168	\$324,119	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	1987 SPARTAN FIRE TRUCK ENG-1	159AT6L0XJC185465	\$119,476	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	1990 FORD FDNF ENG-7	1FDYD80U7LV10729	\$37,960	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	1994 FORD FDNF TANK TRUCK	1FDY90L2RVA41914	\$138,823	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	1999 HME FIRE PUMPER ENG-4	44KFT285XWZ18954	\$204,991	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	2000 SPARTAN LA40T	4S7CT3191YC032256	\$280,000	RC	\$1,000
Contractors equipment	MMP 025	FIRE	2006 SPARTAN CAB OVER	4S7HT2D946C053563	\$375,000	RC	\$1,000
Contractors equipment	MMP 025	FIRE	2004 WELLS UTILITY TRAILER	1WC200G2341109081	\$75,000	ACV	\$1,000
Contractors equipment	MMP 025	FIRE	2009 CHEVROLET SILVERADO	1GCHK74K99F177349	\$27,908	ACV	\$1,000
Contractors equipment	MMP 025	HIGHWAY	2007 JOHN DEERE BACKHOE LOADER	T0310SG963409	\$112,842	ACV	\$1,000
Contractors equipment	MMP 025	HIGHWAY	1988 CHEVROLET DUMP TRUCK	1GBM7D1B4JV106691	\$31,866	ACV	\$1,000
Contractors equipment	MMP 025	HIGHWAY	2007 JOHN DEERE LOADER	DW544JH610562	\$127,416	ACV	\$1,000
Contractors equipment	MMP 025	HIGHWAY	1994 CHEVROLET DUMP TRUCK	1GBM7H1M3RJ103423	\$34,154	ACV	\$1,000
Contractors equipment	MMP 025	HIGHWAY	1997 MELRO BOBCAT	512225138	\$25,700	ACV	\$1,000

* ACV = Actual Cash Value, RC=Replacement Cost, AA = Agreed Amount

* ACV = Actual Cash Value, RC=Replacement Cost, AA = Agreed Amount

Please Verify Schedule, Endorse and Return

Totals for Contractors Equipmen \$2,740,275.00
Totals for Fine Arts \$25,000.00
Totals for Musical Instruments \$10,000.00
Totals for Scheduled Property \$10,000.00
Totals for Watercraft Property \$6,200.00

Signature: _____

Title: _____

Name: _____

Date: _____

Item	Type of Coverage	Form	Department	Description of Property	Vin/Serial Number	Limits of Insurance Valuation* Occurrence	Deduct
18	Contractors Equipment	MMP 025	HIGHWAY	1999 CHEVROLET DUMP TRUCK	1GBP7H1BXXJ107204	\$55,967	\$1,000
19	Contractors Equipment	MMP 025	HIGHWAY	1999 CHEVROLET DUMP TRUCK	1GBP7H1B3XJ107092	\$55,967	\$1,000
20	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C92J501925	\$75,594	\$1,000
21	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C62J501963	\$75,594	\$1,000
22	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1C82J506212	\$75,594	\$1,000
23	Contractors Equipment	MMP 025	HIGHWAY	2002 CHEVROLET DIESEL DUMP TRUCK	1GBP7H1CX2J506163	\$75,594	\$1,000
24	Contractors Equipment	MMP 025	HIGHWAY	2005 CHEVROLET 1 TON DUMP SILVERADO	1GBJK34275E206426	\$43,315	\$1,000
25	Contractors Equipment	MMP 025	HIGHWAY	2007 CHEVROLET DUMP W/PLOW	1GBP8C1B17F422900	\$105,966	\$1,000
26	Contractors Equipment	MMP 025	HIGHWAY	2009 CHEVROLET CHASSIS CAB TRUCK	1GBJK74K59E114373	\$42,647	\$1,000
27	Contractors Equipment	MMP 025	HIGHWAY	2009 CHEVROLET UTILITY TRUCK	1GBJK74KX9F173087	\$38,309	\$1,000
28	Contractors Equipment	MMP 025	SEWER	2003 FORD F550	1FDPAF57F63EA62726	\$73,515	\$1,000
29	Fine Arts	MMP 032	TOWN	FINE ARTS - UNSCHEDULED		\$25,000	\$2
30	Musical Instruments	MMP 030	SCHOOL	MUSICAL INSTRUMENTS AND BAND UNIFORMS		\$10,000	\$2
31	Scheduled Property	MMP 023	POLICE/FIRE	POLICE & FIRE EQUIPMENT - MISCELLANEOUS		\$10,000	\$2
32	Watercraft Property	MMP 040	UNAVAILABLE	1990 BLUE STAR 16' ALUM BOAT W/TOBATSU 15 HP	MODEL 288	\$1,700	\$2
33	Watercraft Property	MMP 040	UNAVAILABLE	W/1984 MERC. BOAT MOTOR MOTOR		\$4,500	\$2

PROPERTY COVERAGE
PROPERTY COVERAGE FORM

Various provisions in this contract restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this contract the words "you" and "your" refer to the Member Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the MIIA Property and Casualty Group, Inc.

Other words and phrases that appear in quotation marks have special meaning. Refer to PROPERTY DEFINITIONS (SECTION H).

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Schedule(s) of Property attached hereto caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this coverage form, means the following types of property:

a. Buildings, meaning the buildings and structures at the described premises, including:

- (1) Completed additions;
- (2) Appurtenant structures;
- (3) Fixtures, including outdoor fixtures and equipment usually found on athletic fields such as backstops, goal posts, soccer nets, field hockey nets, as well as equipment usually found on playgrounds, such as slides, swings, jungle gyms;
- (4) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (5) Your personal property in apartments or rooms furnished by you as landlord;
- (6) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (7) With our prior agreement, if not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the buildings or structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, but this property is not covered for more than the amount for which you are legally liable.
- (3) Your use interest in tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove.
- (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided under A.1. b. (2) above.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motor trucks and other vehicles subject to motor vehicle registration, except as may otherwise be provided by endorsement hereto;
- b. Watercraft (including motors, equipment and accessories) while afloat, except as may otherwise be provided by endorsement hereto;
- c. "Money" or "securities", except as provided in Coverage Extensions;
- d. Data processing, word processing and telecommunications systems, except as provided in Additional Coverages;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. Land (including land on which the property is located), water, growing crops or lawns;
- g. Bridges (other than bridges which connect two buildings or two sections of one building and which are used solely for the purpose of

pedestrian traffic), dams, tunnels, walks, sidewalks, driveways, tennis courts, running tracks, roadways and other paved surfaces.

- h. Outdoor property: fences (other than outdoor fixtures and athletic field and playground equipment); radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers; signs and retaining walls (not attached to buildings); piers, wharves and docks; beach or diving platforms or appurtenances; or trees, shrubs or plants; all except as provided in Additional Coverages or Coverage Extensions.

3. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE unless the loss or damage is:

- a. Excluded in Section B, Exclusions; or
b. Limited in Paragraph A.4., Limitations; that follow.

4. Limitations

- a. We will not pay for loss of or damage to:
- (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment, except as provided in Equipment Breakdown Additional Coverage. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion, except as provided in Equipment Breakdown Additional Coverage.
 - (3) Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.
 - (4) Property that has been transferred to a person or to a place outside the covered premises on the basis of unauthorized instructions.
 - (5) Property acquired through foreclosure and not used for municipal operations, except as may otherwise be provided by endorsement hereto.
- b. We will not pay more for loss of or damage to glass (other than glass building blocks) that is part of the interior or exterior of a building or structure than \$5,000 for all loss of or damage to building glass in any one "occurrence".

This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

- c. We will not pay for loss of or damage to fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken, unless caused by the "specified causes of loss" or building glass breakage. This restriction does not apply to:
- (1) Glass that is part of a building or structure; or
 - (2) Photographic or scientific instrument lenses.
- d. For loss or damage by theft, the following types of property are covered only up to the limits shown:
- (1) \$2,500 for furs, fur garments and garments trimmed with fur.
 - (2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- e. We will not pay for loss of or damage to animals unless directly caused by "specified causes of losses" or building glass breakage, and then only if they are killed or their destruction is made necessary.

5. Additional Coverages

a. Debris Removal

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the contract period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:
 - (a) The date of direct physical loss or damage; or
 - (b) The date this contract expires.
- (2) The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - (b) The deductible in this contract applicable to that loss or damage.

But if the debris removal expense exceeds the amount payable under this limitation, we will pay up to an additional \$10,000 for each location in any one "occurrence" under this Additional Coverage.

(3) This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at covered premises if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the contract period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The date this contract expires.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants." But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$500,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this contract.

d. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

e. Fire Protection Device Recharge

We will pay to recharge or refill fire protective devices, including those that are permanently installed at covered premises.

We will only pay if the discharge is the result of a response to a fire, a false alarm, or another Covered Cause of Loss. But we will not pay for discharge which occurs during installation,

repair or recharge. Nor will we pay for leakage from the system.

The most we will pay under this Additional Coverage in any one "occurrence" is \$5,000.

f. Statement of Loss Preparation Costs

We will pay for reasonable costs you incur in preparing a statement of loss, or any other loss data required by contract conditions for any claim under this contract.

The most we will pay under this Additional Coverage for the cost of preparing a statement of loss or other loss data in connection with any one "occurrence" is \$10,000.

g. Collapse

The term Covered Cause of Loss includes Collapse as described and limited in g. (1) through g.(5) below.

(1) With respect to buildings:

- (a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
- (b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in the state of collapse;
- (c) A part of a building that is standing is not considered to be in the state of collapse even if it has separated from another part of the building;
- (d) A building that is standing or any part of a building that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(2) We will pay for direct physical loss or damage to Covered Property, caused by collapse of all or part of a building or structure covered under this contract or that contains Covered Property insured under this contract, if the collapse is caused by one or more of the following:

- (a) The "specified causes of loss" or breakage of building glass, all only as covered in this contract;
- (b) Decay that is hidden from view, unless the presence of such decay is known to you or any of your "employees" prior to collapse;
- (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you or any of your "employees" prior to collapse;

- (d) Weight of people or personal property;
- (e) Weight of rain that collects on a roof;
- (f) Use of defective material or methods in construction, remodeling or renovation of the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in g.(2)(a) through g.(2)(e), we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation contributes to the collapse.

The criteria set forth in (1) (a) through (1)(d) do not limit the coverage otherwise provided under this coverage form for the causes of loss listed in (2)(a), (2)(d) and (2)(e).

- (3) If personal property abruptly falls down or caves in and such collapse is not the result of collapse of all or any part of a building or structure, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - (a) The personal property which collapses is inside a building insured under this contract;
 - (b) The collapse was caused by a cause of loss listed in g.(2)(a) through g.(2)(f) above; and
 - (c) The property which collapses is not a kind listed in (4) below, regardless of whether that kind of property is considered to be personal property or a building or structure.

The coverage stated in this paragraph (3) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- (4) We will pay for loss of or damage to the following types of property, if otherwise covered under this contract, if the collapse is caused by a cause of loss listed in g.(2)(b) through g.(2)(f), but only if the loss or damage is a direct result of the collapse of a building covered under this contract:

outdoor fences; outdoor fixtures and athletic field and playground equipment; outdoor radio or television antennas,

(including satellite dishes) and their lead-in wiring, masts or towers; awnings, gutters and downspouts; outdoor swimming pools; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, driveways or roadways and other paved surfaces.

- (5) This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this contract.

h. Water Damage, Other Liquids, Powder or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts or contents of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

i. Data Processing and Telecommunications Systems

- (1) We will pay for direct physical loss of or damage to the following types of Business Personal Property, owned by you or licensed or leased from others; and similar property of others that is in your care, custody or control, but such property is not covered for more than the amount for which you are legally liable; caused by or resulting from the Covered Causes of Loss as amended herein:

- (a) Electronic Data Processing, Word Processing, and Telecommunications Equipment (Hardware):

As used in this Additional Coverage, Electronic Data Processing, Word Processing, and Telecommunications Equipment includes:

- (i) Programmable electronic equipment that is used to store, retrieve and process data; and
- (ii) Associated peripheral equipment that provides communication, including input and output functions such as printing, or auxiliary functions such as data transmission; except as described in (b) below.

(b) Electronic Media and Records
(including software):

As used in this Additional Coverage,
Electronic Media and Records
includes:

- (i) Electronic data and word processing, recording or storage media such as films, electronic, magnetic, and optical tapes, discs, drums or cells;
- (ii) Data stored on such media; and
- (iii) Programming records used for electronic data and word processing or electronically controlled equipment.

(2) For the types of property covered under this Additional Coverage, the provisions of this Form, as amended by the following paragraphs, shall apply:

(a) Subparagraph d. is deleted from, and the following is added to, Paragraph A.2. Property Not Covered:

- i. Property you loan, rent or lease to others while it is away from your premises;
- j. Property away from Described Premises, except:
 - (i) media and records in autos or watercraft owned by you or a volunteer fire department, rescue squad, or ambulance corps; or
 - (ii) as provided in the Property Off Described Premises Coverage Extension;
- k. Data or media which cannot be replaced with other of like kind and quality unless it is specifically described and scheduled with a separate Limit of Insurance;
- l. Satellites, microwave towers and dishes, earth stations, telephone switching stations or similar property, unless they are specifically described and scheduled with a separate Limit of Insurance;
- m. Electronic data processing, word processing or telecommunications equipment which is permanently installed in any aircraft, watercraft, automobile, motortruck or other vehicle subject to motor vehicle registration, except as may otherwise be provided; or
- n. Accounts, bills, evidences of debt and valuable papers and records, unless they are in "converted data" form, and then only in that form.

(b) Under A.6. Coverage Extensions, Coverage Extension d. Property Off Described Premises applies to your equipment in your vehicles or watercraft, if not permanently attached, and in the living quarters of your elected or appointed officials or any "employee" having use and custody of the property, and to duplicate or back-up electronic media and records that are stored at a separate location which is at least 1,000 feet from described premises.

(c) Paragraph B. EXCLUSIONS is amended as follows:

- (i) The following exclusions do not apply to loss or damage to property covered under this Additional Coverage, if such loss or damage exceeds in any one "occurrence" the applicable per occurrence deductible for Data Processing and Telecommunications Systems shown in the Declarations:

- B.1.a. Ordinance or Law
- B.2.a. Artificially Generated Electrical Current
- B.2.c. Smoke, Vapor, Gas
- B.2.d. Steam Apparatus
- B.2.j. Collapse
- B.2.l.(3) Smog
- B.2.l.(4) Settling, Cracking, etc.
- B.2.l.(5) Nesting or Infestation, etc.
- B.2.l.(6) Mechanical Breakdown
- B.4. Rain, Snow, Sleet, Ice, etc.

If such loss or damage exceeds in any one "occurrence" said deductible, we will then pay the amount of loss or damage in excess of said deductible up to the applicable Limit of Insurance for Data Processing and Telecommunications Systems shown in the Declarations.

- (ii) Notwithstanding Exclusion B.1.e. Power Failure, we will pay for direct physical loss or damage to property covered under this Additional Coverage due to power failure, magnetic failure or artificially generated electrical current caused by or resulting from:
 - a. An "occurrence" that takes place inside, or within 1,000 feet of, the building housing your data or word processing "operations" or your telecommunications "operations"; or

- b. Complete or partial interruption of telecommunications service or electric power supply, including electric power surge, blackout or brownout, to the building housing your telecommunications "operations" or your data or word processing "operations"; and the loss or damage exceeds in any one "occurrence" the applicable per occurrence deductible for Data Processing and Telecommunications Systems shown in the Declarations.

If such loss or damage exceeds in any one "occurrence" said deductible, we will then pay the amount of loss or damage in excess of said deductible up to the applicable Limit of Insurance for Data Processing and Telecommunications Systems shown in the Declarations.

- (iii) Exclusion B.2.I.(7) is replaced by the following:

- (7) The following causes of loss to Personal Property:

- (a) Dampness or dryness of atmosphere, or changes in or extremes of temperature, unless such conditions result from physical damage caused by a covered cause of loss to an air conditioning unit or system, including equipment and parts, which is part of, or used with the electronic data processing equipment; or

- (b) Marring or scratching.

We will only pay for any loss or damage that would be payable under the exception to this amended exclusion if such loss or damage exceeds in any one "occurrence" the applicable per occurrence deductible for Data Processing and Telecommunications Systems shown in the Declarations.

If such loss or damage exceeds in any one "occurrence" said deductible, we will then pay the amount of loss or damage in excess of said deductible up to the applicable Limit of Insurance for Data Processing and Telecommunications Systems shown in the Declarations.

We will only pay for any loss or damage that would be payable under the exception to this amended exclusion if such loss or damage exceeds in any one "occurrence" the applicable per occurrence deductible for Data Processing and Telecommunications Systems shown in the Declarations.

If such loss or damage exceeds in any one "occurrence" said deductible, we will then pay the amount of loss or damage in excess of said deductible up to the applicable Limit of Insurance for Data Processing and Telecommunications Systems shown in the Declarations.

- (iv) The following additional exclusions apply:

We will not pay for loss or damage caused by or resulting from any of the following, but if direct loss or damage by fire, explosion, sprinkler leakage, or equipment breakdown as covered by Equipment Breakdown Additional Coverage results, we will pay for that resulting loss or damage:

- a. Incorrect machine instructions or human errors or omissions in programming, processing, recording or storing information on electronic media and records and electronic data processing, word processing or telecommunications equipment.
- b. Electrical or magnetic injury, disturbance or erasure of electronic recordings, except as otherwise provided for under this Additional Coverage.
- But we will pay for direct loss or damage caused by lightning.
- c. Failure, breakdown or malfunction of electronic media and records and electronic data processing, word processing or telecommunications equipment, including parts, while the media is being run through the equipment.
- d. Defect, virus, loss of data or other situations within media.

- e. Installation, testing, repair or other similar service performed upon the electronic data processing media and records or electronic data processing, word processing, and telecommunications equipment, including parts.

- (f) The Other Insurance Condition is replaced by the following:

Other Insurance

- a. Unless otherwise specifically provided by endorsement, no other property coverage written by us in your name shall apply to Data Processing, Word Processing and Telecommunications Systems covered by this Additional Coverage.
- b. If at the time of loss or damage, there is any other insurance in your name, not written by us, which would apply in the absence of this Additional Coverage, this Additional Coverage shall apply only as excess over such other insurance. We will pay the excess whether or not you can collect on the other insurance.

- (3) The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" or "accident" is the Limit of Insurance for Data Processing and Telecommunications Systems shown in the Declarations, less the deductible per occurrence shown in the Declarations for Data Processing and Telecommunications Systems.

j. Forgery or Alteration

We will pay for loss or damage caused by or resulting from forgery, or alteration of any check, draft, promissory note, or similar written promise, order, or direction to pay a sum certain in "money" that is:

- (1) Made or drawn by or drawn upon you;
- (2) Made or drawn by one acting as your agent; or
- (3) Purported to have been so made or drawn.

We will pay you or your financial or savings institution as your respective interests may appear for loss so caused, but you shall be entitled to priority of payment over loss sustained by the financial or savings institution. Loss under this Additional Coverage shall be paid directly to you, in your name, except in cases where such institution shall have fully reimbursed you for such loss. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

We will cover loss you sustain anywhere in the world. The Territory General Condition does not apply to this Additional Coverage.

If you are sued for refusing to pay any instrument covered in this Additional Coverage on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay for such legal defense is in addition to the Limit of Insurance applicable to this Additional Coverage.

We will not pay under this Additional Coverage for loss resulting from any dishonest or criminal act committed by any of your "employees" or elected or appointed officials whether:

- (1) Acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise.

The most we will pay under this Additional Coverage in any one occurrence is the Limit of Insurance for Forgery or Alteration shown in the Declarations. Occurrence under this Additional Coverage means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

k. "Employee" Faithful Performance or Dishonesty

We will pay for loss or damage to your Business Personal Property and "money" and "securities" resulting directly from:

- (1) Dishonest or criminal acts committed by any of your "employees" or elected or appointed officials acting alone, or in collusion with other persons with the manifest intent to:

(a) Cause you to sustain loss or damage; and also

(b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit-sharing, pensions or other employee benefits earned in the normal course of employment) for any "employee" or elected or appointed official, or any other person or organization.

- (2) Failure of any of your "employees" or elected or appointed officials, acting alone or in collusion with others, to faithfully perform his or her duties as prescribed by law or to account properly for all property, "money" and "securities" received by virtue of his or her position or employment when such failure has as its direct and immediate result a loss of your Business Personal Property or "money" and "securities".

We will pay for loss caused by any "employee" or elected or appointed official while temporarily

outside the territory specified in the Territory General Condition for a period of not more than 90 days.

We will not pay for loss or damage:

- (1) Resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- (2) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- (3) Caused by any "employee" or official of yours for whom similar prior insurance has been canceled and not reinstated since the last such cancellation.
- (4) Caused by any "employee" or official required by law to be individually bonded or caused by a treasurer or tax collector by whatever name known.
- (5) For which you are legally liable as a result of:
 - (a) the deprivation or violation of the civil rights of any person by an "employee" or official; or
 - (b) the tortuous conduct of an "employee" or official, except conversion of property of other parties held by you in any capacity.

The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for "Employee" Faithful Performance shown in the Declarations. All loss or damage under this Additional Coverage:

- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
- is considered one "occurrence".

With respect to any one annual period of this contract, we will pay only for loss or damage you sustain through acts committed or events occurring during such annual period. Regardless of the number of years this contract remains in force or the number of contributions paid, no Limit of Insurance cumulates from year to year or period to period.

This Additional Coverage is canceled as to any "employee" or official:

- (1) Immediately upon discovery by you or any official or "employee" authorized to manage, govern or control your "employees" or officials of any act on the part of an "employee" or official, whether before or after becoming elected or employed or appointed by you, which would

constitute a loss covered under the terms of this Additional Coverage; or

- (2) On the date, not less than 90 days after the date of mailing, specified in a notice mailed to you.

We will pay only for covered loss or damage discovered no later than three years from the end of the annual period of this contract, in which the acts or events causing the loss or damage were committed or occurred.

If you sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

- (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance;
- (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred; and
- (3) The loss or damage is discovered after, but no later than three years from, the date this Additional Coverage first became effective.

The coverage under this paragraph for acts or events committed or occurring during the period of prior insurance is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

- (1) This Additional Coverage as of its effective date; or
- (2) The prior insurance had it remained in effect.

This coverage is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this Additional Coverage may be brought by anyone other than you.

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

I. Equipment Breakdown

- (1) We will pay for loss caused by or resulting from an "accident" to "covered equipment".
- (2) The following coverages also apply to loss caused by or resulting from an "accident" to "covered equipment".
 - (a) Expediting Expenses

With respect to your damaged Covered Property we will pay, up to \$100,000, the reasonable extra cost arising from any one "accident" to:

- (i) make temporary repairs; and
- (ii) expedite permanent repairs or replacement.

(b) Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.

"Hazardous substance" means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Additional costs mean those beyond what would have been required had no "hazardous substance" been involved.

The most we will pay under this coverage for loss or damage arising from any one "accident", including actual loss of Rental or Other Business Income you sustain, necessary Extra Expense you incur and loss under Spoilage or Contamination Additional Coverage, is \$500,000.

(c) Service Interruption

- (i) We will also pay for Extra Expense, Rental or Other Business Income caused by or resulting from an "accident" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, natural gas, air, water or steam. The equipment must meet the definition of "covered equipment" except that it is not Covered Property, as defined in paragraph A. 1.

- (ii) The most we will pay for loss, damage or expense under this coverage is the limit that applies to Extra Expense, Rental or Other Business Income, shown on Declarations Page 4a.

(3) Paragraph A.3. Covered Causes of Loss is amended by adding the following:

Covered Causes of Loss includes loss caused by or resulting from an "accident" to "covered equipment".

(4) All limitations of this form shall apply to Equipment Breakdown Additional Coverage, except as follows:

- (a) Paragraph A.4. Limitations is amended by deleting Limitations A.4.a.(1) and A.4.a.(2).

(5) Paragraph B. EXCLUSIONS is amended as follows:

- (a) The following exclusions do not apply to loss, damage or expense covered under this Additional Coverage:

B.2.a. Artificially Generated Electrical Current;

B.2.d. Steam Apparatus; and

B.2.l.(7) Mechanical Breakdown

- (b) The following additional exclusions apply:

- (i) We will not pay under Equipment Breakdown Additional Coverage for loss or damage caused by or resulting from any of the following tests:

A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment.

- (ii) With respect to Service Interruption coverage, we will not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

- (6) The most we will pay under this Additional Coverage for loss or damage in any "one accident" is the Amount of Insurance shown in ITEM 3A of Declarations Page 4a or \$50,000,000, whichever is greater. This Additional Coverage does not provide an additional amount of insurance.

m. Spoilage or Contamination

(1) We will pay:

- (a) for loss of or damage to "perishable goods" due to spoilage or due to contamination from the release of refrigerant, including but not limited to ammonia, caused by or resulting from the Covered Causes of Loss as amended herein, and

- (b) any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that

otherwise would have been payable under this coverage.

- (2) For this Additional Coverage, the provisions of this Form, as amended by the following paragraphs, shall apply:

- (a) Paragraph A.1. Covered Property is amended by adding the following:

Covered Property includes "perishable goods" at covered premises, if the "perishable goods" are:

- (i) Owned by you and used in your business; or
- (ii) Owned by others and in your care, custody or control, but this property is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on that property.

- (b) The following is added to Paragraph A.2. Property Not Covered:

- i. Property located:

- (1) On buildings;
- (2) In the open; or
- (3) In vehicles.

- (c) Paragraph A.3. Covered Causes of Loss is amended by adding the following:

Covered Causes of Loss includes:

- (i) loss caused by or resulting from an "accident" to "covered equipment" as covered by Equipment Breakdown Additional Coverage;
- (ii) loss caused by service interruption resulting from an Equipment Breakdown "accident" to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam; or
- (iii) any other interruption of electrical power, either on or off covered premises, due to conditions beyond your control;

subject to the Exclusions and Limitations of Equipment Breakdown Additional Coverage and those Exclusions described in subparagraph (d) of this Spoilage or Contamination Additional Coverage.

- (d) Paragraph B. EXCLUSIONS is amended as follows:

B. EXCLUSIONS

1. Of the EXCLUSIONS contained in paragraph B.1. of this Form, only the following apply to this Spoilage or Contamination Additional Coverage:

- B.1.b. Earth Movement;
- B.1.c. Governmental Action;
- B.1.d. Nuclear Hazard;
- B.1.f. War and Military Action; and
- B.1.g. Water.

2. To the exclusions listed under Paragraph B.2. EXCLUSIONS, the following exclusions are added:

We will not pay under Spoilage or Contamination Additional Coverage for loss or damage caused by or resulting from any one of the following:

- m. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- n. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- o. The inability of an electrical utility company or other power source to provide sufficient power due to governmental order or lack of fuel.
- p. The inability of a power source at the covered premises to provide sufficient power due to lack of generating capacity to meet demand at said premises.
- q. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- r. Your failure to use all reasonable means to protect the "perishable goods" from damage following a Covered Cause of Loss.

- (3) The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" or "accident" is the Limit of Insurance for Spoilage or Contamination shown in ITEM 3B of Declarations Page 4a, less the deductible shown in ITEM 3A of Declarations Page 4a if due to an "occurrence" or less the deductible shown in ITEM 3 of Declarations Page 4b if due to an "accident". However, if loss or damage, or necessary expenses to reduce the amount of loss, is to "perishable goods" only, the deductible shown in ITEM 3B of Declarations Page 4a will apply.

n. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay under this Additional Coverage for loss or damage arising from any one "occurrence" or "accident", including actual loss of Rental or Other Business Income you sustain, necessary Extra Expense you incur and loss under Spoilage or Contamination coverage, is \$100,000.

o. "Fungal Pathogens"

We will pay:

- (1) For loss or damage caused by "fungal pathogens";
- (2) The cost to remove "fungal pathogens" from covered property;
- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to "fungal pathogens"; and
- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungal pathogens", whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungal pathogens".

This coverage only applies when such loss, damage or costs arise out of or are a result of a Covered Cause of Loss that occurs during the contract period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Covered Cause of Loss occurred.

However, we do not cover loss, damage or costs caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years.

Exclusion B.2.I. (2) is amended by adding the following:

This exclusion does not apply to the extent coverage is provided for in the "Fungal Pathogens" Additional Coverage.

The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss, damage or costs in any one "occurrence" or "accident" at any one building or structure on described premises, regardless of the number of claims made.

This coverage does not increase the Amount or Limit of Insurance applying to the damaged covered property and is subject to the Limits of Insurance Section C.

If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungal pathogens", loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungal pathogens" causes an increase in the loss. Any such increase in loss will be subject to the terms of this Additional Coverage.

The most we will pay under this Additional Coverage is \$100,000 for the sum of all loss, damage or costs during each separate 12 month period of this contract.

6. Coverage Extensions

You may extend the coverage provided by this contract as provided below.

a. New Construction on Described Premises

- (1) You may extend the coverage that applies to Buildings to buildings being constructed on the described premises and intended for similar occupancy when not otherwise covered by insurance. You may apply up to 25% of the Amount of Insurance otherwise shown in the Declarations, but not exceeding \$1,000,000 in any one "occurrence," to cover such property construction.
- (2) Coverage under this Extension for each new building constructed will end when any one of the following first occurs:
 - (a) This contract expires;

- (b) 90 days expire after you begin construction; or
- (c) You report values to us.

We will charge you an additional contribution for values reported from the date you begin construction.

b. Newly Acquired Buildings

- (1) You may extend the coverage that applies to Buildings to buildings you acquire at any location when not otherwise covered by insurance.

You may apply up to 25% of the Amount of Insurance otherwise shown in the Declarations, but not exceeding \$1,000,000 in any one "occurrence," to cover such acquired property.

- (2) Coverage under this Extension for each newly acquired building will end when any of the following first occurs:

- (a) This contract expires;
- (b) 90 days expire after you acquire the building; or
- (c) You report values to us.

We will charge you an additional contribution for values reported from the date you acquire the building.

We will not pay under this Coverage Extension for loss or damage to "vacant" buildings, or property acquired through foreclosure and not used for municipal operations, except as may otherwise be provided by endorsement hereto.

c. Personal Property at Newly Acquired Premises

- (1) You may extend the coverage that applies to Business Personal Property to apply to Business Personal Property at any premises you acquire.

You may apply up to 10% of the Amount of Insurance otherwise shown in the Declarations, but not exceeding \$1,000,000 in any one "occurrence," to cover such property.

- (2) Coverage under this Extension for each newly acquired premises will end when any of the following first occurs:

- (a) This contract expires;
- (b) 90 days expire after you acquire or begin construction at the new premises; or
- (c) You report values to us.

We will charge you an additional contribution for values reported from the date you acquire the premises.

We will not pay under this Coverage Extension for loss or damage to "vacant" buildings, or property acquired through foreclosure and not used for municipal operations, except as may otherwise be provided by endorsement hereto.

d. Property Off Described Premises

You may extend the coverage that applies to Buildings and Business Personal Property to apply to your Covered Property, other than "money" and "securities":

- (1) At premises you own, lease or operate which are not described;
- (2) At premises of others; or
- (3) While in the course of transit.

We will not pay under this Coverage Extension for loss or damage to "vacant" buildings, or property acquired through foreclosure and not used for municipal operations.

The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" is \$100,000, less the applicable deductible shown in ITEM 3A of the Declarations.

Notwithstanding any such applicable deductible, the deductible that shall apply for loss or damage to property while in the course of transit or within the premises of others shall be \$1,000 in any one "occurrence".

If a payment is made by us for loss or damage to property covered under this Coverage Extension during this contract Period, said property will be added to the applicable Schedule of Property on file with us, at its full value, as of the date of occupancy, whether newly acquired or constructed, or at the anniversary date of this contract immediately preceding the date of loss or damage, whichever occurs later. You will pay any additional contribution due therefore.

e. Outdoor Property

You may extend the coverage that applies to Covered Property to apply to direct physical loss or damage caused by or resulting from any of the following causes of loss:

- 1. Fire;
- 2. Lightning;
- 3. Explosion;
- 4. Riot or Civil Commotion; or
- 5. Aircraft

- (1) To the following property:

- (a) Your outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, to your outdoor signs and retaining walls not attached to buildings, to your outdoor piers, wharves, docks, or beach or diving platforms or appurtenances, and to

your outdoor trees, shrubs and plants on described premises; including debris removal expense;

- (b) Your running track and tennis court synthetic surfaces caused by or resulting from the above specified causes of loss or from vandalism.

The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" is \$100,000, less the applicable deductible shown in ITEM 3A of the Declarations.

- (2) You may also extend coverage that applies to Covered Property to apply to direct physical loss or damage to your utility poles and your streetlights caused by or resulting from the above specified causes of loss or from vehicle damage.

The most we will pay under this Coverage Extension for loss or damage to your utility poles or street lights in any one "occurrence" is \$10,000, less a \$1,000 deductible.

f. Personal Effects

You may extend the coverage that applies to your Business Personal Property to apply to personal effects owned by your officers, officials, "employees", or students.

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. This coverage does not reimburse deductibles under other policies, nor does it apply if the damages fall below the deductible. But the most we will pay under this Coverage Extension for loss or damage at each covered premises in any one "occurrence" is \$20,000.

g. Valuable Papers and Records - Cost of Research

You may extend the coverage that applies to Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.

The most we will pay under this Coverage Extension for loss or damage at each covered premises in any one "occurrence" is the Limit of Insurance for Valuable Papers shown in the Declarations.

h. Accounts Receivable

You may extend the coverage that applies to Business Personal Property to apply to:

- (1) Accounts receivable amounts due you, which you are unable to collect;

- (2) Interest charges on any loan required offsetting amounts you are unable to collect pending our payment of these amounts;

- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and

- (4) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable located within described premises, including those which exist on electronic or magnetic media.

We will not pay for loss or damage caused by or resulting from any of the following Causes of Loss:

- (1) Alteration, Concealment: Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or "other property".

- (2) Bookkeeping Errors: Bookkeeping, accounting, arithmetical or billing errors or omissions.

- (3) Unauthorized Instructions: Unauthorized instructions to transfer property to any person or to any place.

But we will pay for loss or damage to your records of accounts receivable resulting from:

- (a) Dishonest or criminal acts committed by any of your "employees" or elected or appointed officials, authorized representatives or anyone else to whom you entrust the accounts receivable for any purpose; whether or not such persons are acting alone or in collusion with others or such acts occur during the hours of employment; except acts of any or official excluded under the "Employee" Faithful Performance Additional Coverage; or

- (b) Direct physical loss or damage covered under the Data Processing and Telecommunications Systems Additional Coverage.

We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay under this Coverage Extension for loss or damage in any one "occurrence" is the Limit of Insurance for Accounts Receivable shown in the Declarations.

i. Money and Securities

You may extend the coverage that applies to your Business Personal Property to apply to loss of or damage to "money" and "securities"

used in your business; while at a financial or savings institution, within the living quarters of your elected or appointed officials or any "employee" having use and custody of the property, at covered premises, or in transit between any of these places; resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance;
- (3) Destruction;
- (4) The use of any computer to fraudulently cause a transfer:
 - (a) To a person (other than a messenger) outside a covered premises; or
 - (b) To a place outside a covered premises; or
- (5) A "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and/or "securities" from your "transfer account".

As used herein:

"Fraudulent instruction" means:

- (a) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by any of your "employees" or elected or appointed officials, but which was in fact fraudulently transmitted by someone else without their knowledge or consent;
- (b) A written instruction (other than those described in Additional Coverage j.) issued by any of your "employees" or elected or appointed officials, which was forged or altered by someone other than your "employee" or elected or appointed official without their knowledge or consent, or which purports to have been issued by any of your "employees" or elected or appointed officials, but was in fact fraudulently issued without their knowledge or consent; or
- (c) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by any of your "employees" or elected or appointed officials which purports to have been transmitted by an "employee" or elected or appointed official but which was in fact fraudulently transmitted by someone else without their knowledge or consent.

"Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer,

payment or delivery of "money" or "securities":

- (a) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- (b) By means of written instructions (other than those described in Additional Coverage j.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

You may also extend coverage that applies to your Business Personal Property to apply to loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit" paper currency that is acquired during the regular course of business.

As used herein:

"Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

We will not pay for loss or damage:

- (1) Resulting from bookkeeping, accounting arithmetical or billing errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

The most we will pay under this Coverage Extension for loss in any one occurrence is:

- (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a financial or savings institution; and
- (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.
- (3) All loss or damage under this Coverage Extension:
 - (a) Caused by one or more persons; or

- (b) Involving a single act or series of related acts;

is considered one occurrence.

You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

j. Extra Expense

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to Covered Property at covered premises, including personal property in the open (or in a vehicle) within 1,000 feet of the covered premises, caused by or resulting from any Covered Cause of Loss. But with respect to property covered under Data Processing and Telecommunications Additional Coverage, we will also pay the actual and necessary Extra Expense you incur due to:

- (1) direct physical loss of or damage to that property caused by or resulting from interruption of electric power or electric power surge, blackout or brownout outside of described premises; or
- (2) direct physical loss or damage to the building housing your data processing, word processing or telecommunications "operations", provided the building is damaged to an extent which prevents access to that property.

Extra Expense means expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property:

- (1) To avoid or minimize the suspension of business and to continue "operations"
 - (a) At the damaged premises; or
 - (b) At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
- (2) To minimize the suspension of business if you cannot continue "operations."
- (3) (a) To repair or replace any property; or
- (b) To research, replace or restore the lost information on damaged valuable papers and records;

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension or the Rental or Other Business Income Coverage Extension.

The most we will pay under this Coverage Extension for loss in any one "occurrence" or

"accident" is the Limit of Insurance for Extra Expense shown in the Declarations.

k. Rental or Other Business Income

We will pay for the actual loss of Rental or Other Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to covered property at covered premises, including personal property in the open (or in a vehicle) within 1,000 feet of the covered premises, caused by or resulting from any Covered Cause of Loss. But with respect to property covered under Data Processing and Telecommunications Additional Coverage, we will also pay for the actual loss of Rental or Other Business Income you incur due to:

- (1) direct physical loss of or damage to that property caused by or resulting from interruption of electric power or electric power surge, blackout or brownout outside of the described premises; or
- (2) direct physical loss or damage to the building housing your data processing, word processing or telecommunications "operations", provided the building is damaged to an extent which prevents access to that property.

We will only pay for loss of Rental or Other Business Income you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage.

Rental or Other Business Income means the:

- (1) Net Income (net after expenses) that would have been earned or incurred if no physical loss or damage had occurred; and
- (2) Continuing normal operating expenses incurred, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris;

except as may otherwise be provided by endorsement hereto.

This exclusion applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting loss or damage.

- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or "volcanic action" results, we will pay for that resulting loss or damage.

"Volcanic action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust, or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

This exclusion does not apply to Covered Personal Property in the course of transit.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this contract.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

e. Power Failure

The failure of power or other utility service supplied to the covered premises, however caused, if the failure occurs away from the covered premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

f. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, but if electrical "covered equipment" covered under Equipment Breakdown Additional Coverage requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable deductible;
- (2) Mudslide or mudflow; or
- (3) Water or water-borne material under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors, paved surfaces or swimming pools;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if loss or damage by fire, explosion, theft or sprinkler leakage results, we will pay for that resulting loss or damage.

This exclusion does not apply to direct physical loss or damage caused by water or water-borne material that backs up or overflows directly from a sewer, drain or sump in areas other than Federal Emergency Management Agency Special Flood Zones designated by a Zone Symbol which begin with the letter "A" or "V".

This exclusion also does not apply to Covered Personal Property in the course of transit.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. **Artificially Generated Electrical Current:** Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- b. Consequential Losses:** Delay, loss of use or loss of market.
- c. Smoke, Vapor, Gas:** Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. Steam Apparatus:** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if loss or damage by fire or combustion explosion results, we will pay for that resulting loss or damage. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- e. Frozen Plumbing:** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
- (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- f. Dishonesty:** Dishonest or criminal acts, other than acts of destruction, by any of your "employees", or elected or appointed officials, authorized representatives or anyone to whom you entrust the property for any purpose:
- (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment;
- except as otherwise provided in Additional Coverages.
- This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.
- g. Forgery or Alteration:** Forgery or alteration of any check, draft, promissory note, or similar written promise, order or direction to pay a sum certain in "money" that is:
- (1) Made or drawn by or drawn upon you;
 - (2) Made or drawn by one acting as your agent; or
 - (3) Purported to have been so made or drawn; except as otherwise provided in Additional Coverages.
- h. False Pretense:** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- i. Exposed Property:** Rain, snow, ice or sleet to personal property in the open.

- j. Collapse:** Collapse, except as provided in the Additional Coverage for Collapse. But if loss or damage by a Covered Cause of Loss results at the covered premises, we will pay for that resulting loss or damage.

- k. Pollution:** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss." But if loss or damage by the "specified causes of loss" results, we will pay for the resulting loss or damage caused by the "specified cause of loss."

l. Other Types of Loss:

- (1) Wear and tear;
- (2) Rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) "Fungal pathogens", except this exclusion does not apply:
 - (a) When loss or damage results from fire or lightning; or
 - (b) To the extent that coverage is provided in Additional Coverage p. "Fungal Pathogens" with respect to loss or damage by a cause of loss other than Fire or Lightning.
- (4) Smog;
- (5) Settling, cracking, shrinking or expansion;
- (6) Nesting or infestation, damage, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (7) Mechanical breakdown, including rupture or bursting caused by centrifugal force; or
- (8) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if loss or damage by the "specified causes of loss", elevator collision "accident", or building glass breakage results, we will pay for that resulting loss or damage.

- 3. Vacancy:** If the building where loss or damage occurs has been "vacant" for more than 60 consecutive days immediately before that loss or damage, we will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

- a. Vandalism;**

b. Sprinkler leakage, unless you have protected the system against freezing;

c. Building glass breakage;

d. Water damage; or

e. Theft or attempted theft;

except as may otherwise be provided by endorsement hereto.

4. **Rain, Snow, Sleet, Ice, Sand or Dust:** We will not pay for loss or damage to the interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

a. The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

b. The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

5. **Asbestos:** We will not pay for loss or damage caused by, resulting from, contributed to or aggravated by asbestos or asbestos-containing materials except for Debris Removal resulting from loss or damage caused by any of the "specified causes of loss". This exclusion does not apply to Equipment Breakdown Additional Coverage.

We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

a. **Weather Conditions:** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1 above to produce the loss or damage.

b. **Acts or Decisions:** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. **Negligent Work:** Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the covered premises.

7. **Extra Expense, Rental or Other Business Income Exclusions:** We will not pay for:

a. Any Extra Expense, or increase of Rental or

Other Business Income loss, caused by or resulting from:

(1) Delay in rebuilding, repairing or replacing the property or resuming "operations," due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations," we will cover such loss that affects your Rental or Other Business Income during the "period of restoration."

b. Any Extra Expense, Rental or Other Business Income loss, caused by or resulting from an "accident" to your "covered equipment" that is engaged in the generation, transmission, distribution or replacement purchase of electrical power.

c. Any other consequential loss.

C. LIMITS OF INSURANCE

The most we will pay for covered loss or damage in any one "occurrence" is the Amount of Insurance Per Occurrence less the Deductible Per Occurrence, both as shown in ITEM 3A of the Declarations Page 4a.

If coverage under this contract is divided into separate Amounts of Insurance, the foregoing shall apply separately to the property covered under each such Amount of Insurance, except that if covered loss or damage occurs to more than one of the divided properties in one "occurrence", the Deductible per Occurrence will be apportioned among such divided properties in proportion to the respective amounts of covered loss or damage.

The Limits of Insurance applicable to the Coverage Extensions and the Pollutant Clean Up and Removal, Fire Department Service Charge, Fire Protection Device Recharge and Statement of Loss Preparation Costs Additional Coverages are in addition to the Amount of Insurance Per Occurrence.

Payments under other Additional Coverages and endorsements attached hereto providing Contingent Liability, Demolition and Increased Cost of Construction From Operation of Building Laws Coverage, Earthquake Coverage and Flood Coverage will not increase the Amount of Insurance Per Occurrence.

The Limits of Insurance of this contract apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Contract Period shown in the Declarations, unless the Contract Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. When the initial Contract Period is less than 12 months, the Limits of Insurance apply separately to that period, unless that contract is renewed, in which case that period will be deemed part of the next succeeding period.

D. COINSURANCE

Unless this clause is suspended by the attachment of an endorsement hereto, we will not pay a greater proportion of the covered loss or damage under this contract than the proportion that the Amount of Insurance per Occurrence shown in the Declarations bears to the amount produced by multiplying the Coinsurance Percentage shown in the Declarations by the total of:

1. the replacement cost (without deduction for depreciation) of that part of said property which is covered on a replacement cost basis, and
2. the actual cash value of that part of said property which is specifically described as covered on an actual cash value basis at the time of loss.

If coverage under this insurance contract is divided into separate Amounts of Insurance, the foregoing shall apply separately to the property covered under each such Amount of Insurance.

In the event that the aggregate claim for any loss or damage is both less than \$10,000 and less than 5% of the Amount of Insurance for all contributing insurance applicable to the property involved at the time such loss or damage occurs, no special inventory or appraisal of the undamaged property shall be required, provided that nothing herein shall be construed to waive application of the first paragraph of this clause.

The value of property covered under Coverage Extensions, and the cost of Debris Removal and Pollution Clean Up and Removal shall not be considered in the determination of replacement cost or actual cash value when applying this Coinsurance Clause.

DEDUCTIBLES

1. We will not pay for covered loss or damage in any one "occurrence" until the amount of loss or damage exceeds the applicable Deductible Per Occurrence shown in ITEM 3A of the Declarations. We will then pay the amount of loss or damage in excess of said Deductible, up to the Amount of Insurance Per Occurrence shown in ITEM 3A of the Declarations.

If coverage under this contract is divided into separate Amounts or Limits of Insurance, the foregoing shall apply separately to the property covered under each such Amount or Limit of Insurance, except that if covered loss or damage occurs to more than one of the divided properties in one "occurrence", the said Deductible per Occurrence will be apportioned among such divided properties in proportion to the respective amounts of covered loss or damage.

Said deductible does not apply to loss or damage to Covered Property under the Data Processing and Telecommunications Systems Additional Coverage, for which a separate per occurrence deductible for Data Processing and Telecommunications Systems shown in the Declarations shall apply.

If more than one deductible applies to the same loss or damage the most we will deduct is the largest applicable deductible.

Said deductible also does not apply to:

- a. Loss or damage covered under the Equipment Breakdown Additional Coverage; or
- b. Loss or damage due to an "accident" covered under the Spoilage or Contamination Additional Coverage;

for which separate per "accident" deductibles for Equipment Breakdown shown on DEC Page 4b of the Declarations shall apply.

Said deductible also does not apply to loss or damage to Covered Property under the Property Off Described Premises Coverage Extension, while it is in the course of transit or within the premises of others; for which a separate \$1,000 per occurrence deductible shall apply.

If there is other insurance, the contract Condition with respect to "Other Insurance" shall apply.

2. No deductible applies to the remaining Additional Coverages (other than Collapse) or to the remaining Coverage Extensions (other than New Construction, Newly Acquired Buildings, Personal Property at Newly Acquired Premises, Property Off Described Premises and Outdoor Property).
3. The provisions of this condition shall not apply to loss by flood, earthquake or volcanic eruption if such causes of loss are covered by endorsement hereto. There are separate Deductible Conditions for those causes of loss.
4. Any salvage or other recovery, except recovery through subrogation proceedings, shall accrue entirely to our benefit until the amount paid by us (including expenses incurred by us in salvage or recovery) has been recovered.

Any recovery as a result of subrogation proceedings, after expenses incurred in those proceedings have been deducted, shall accrue to you in the proportion that the amount of this deductible bears to the amount of "whole loss."

"Whole loss" means the amount which would be recovered in any one "occurrence" under this contract and any other insurance, whether collectible or not, covering the property (or which would have covered the property except for the existence of this insurance) against the causes of loss, disregarding this Deductible Condition or any other deductible provisions in this or other contracts.

F. PROPERTY LOSS CONDITIONS

1. Duties in the Event of Loss or Damage

- a. With respect to the Extra Expense and Rental or Other Business Income Coverage Extensions, the following Condition is added to your duties in the event of a loss:
 - (1) Resume all or part of your "operations" as quickly as possible.
 - (2) At our request, give us complete description of rental agreements applicable to the damaged premises. Include estimates of

net rental income lost and normal operating expenses which will and will not necessarily continue during the "period of restoration".

- (3) At our request, give us complete description of any business income arrangement applicable to the damaged premises. Include estimates of net business income lost and normal operating expenses which will and will not necessarily continue during the "period of restoration".
- (4) At our request, give us complete description of expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration".

- b. If the loss involves a forged or altered instrument, you must include with your sworn statement of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

2. Loss Payment

In the event of loss or damage covered by this contract:

- a. At our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to d.(1)(d) below.

- b. We will give notice of our intentions within 30 days after we receive the sworn statement of loss.

- c. We will not pay you more than your financial interest in the Covered Property.

- d. Except as provided in sub-paragraphs (2) through (9) below, we will determine the value of Covered Property as follows:

- (1) At replacement cost without deduction for depreciation, subject to the following:

- (a) We will pay the cost to repair or replace, after deduction of any applicable deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (i) The Amount or Limit of Insurance under this contract applicable to the lost or damaged property;

- (ii) The cost to replace, on the same premises, the lost or damaged property with other property:

- a. Of comparable material and quality; and

- b. Used for the same purpose; or

- (iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

- (b) You may make a claim for loss or damage covered by this contract on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

- (c) We will not pay on a replacement cost basis for any loss or damage:

- (i) Until the lost or damaged property is actually repaired or replaced; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

Lost or damaged property does not have to be replaced at the same premises.

- (d) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as provided by endorsement hereto.

- (2) If property is to be valued on an "Actual Cash Value" basis, as shown in MMP 011, sub-paragraph d.(1) above does not apply. Instead, we will determine the value of that property at actual cash value.

- (3) If the building where loss or damage occurs has been "vacant" for more than 60 consecutive days immediately before that loss or damage, sub-paragraph d.(1) above does not apply. Instead we will determine the value of that building at actual cash value and will apply the provisions of the Coinsurance Clause of this form.

- (4) The following property at actual cash value:

- (a) Used or second-hand merchandise held in storage or for sale;

- (b) Household contents, except personal property in apartments or rooms furnished by you as landlord;

- (c) Manuscripts;

- (d) Works of art, antiques, historical or rare articles or books, including tapestries, etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

(5) Glass at the cost of replacement with safety glazing material if required by law.

(6) Tenants' Improvements and Betterments at:

(a) Replacement cost if you make repairs promptly.

(b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(c) Nothing if others pay for repairs or replacement.

(7) Valuable Papers and Records, including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(a) Blank materials for reproducing the records; and

(b) Labor to transcribe or copy the records.

But if electronic media and records are actually replaced, we will determine the value at replacement cost without deduction for depreciation.

(8) "Money" and "Securities":

(a) "Money" at its face value; and

(b) "Securities" at their value at the close of business on the day the loss is discovered.

(9) "Perishable Goods":

If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the Covered Cause of Loss "occurrence" or "accident", less discounts and expenses you otherwise would have had.

e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust

losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the covered property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn statement of loss, provided you have complied with all of the terms of this contract, and

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

3. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property, with allowance for recovery expenses incurred.

4. Resumption of Operations

We will reduce the amount of your:

a. Extra Expense loss to the extent:

(1) you can return "operations" to normal and discontinue such Extra Expense; and

(2) of the salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed.

b. Rental or Other Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property at the covered premises or elsewhere.

5. Determination of Accounts Receivable

a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:

(1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

b. The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (1) The amount of the accounts for which there is no loss or damage;
- (2) The amount of the accounts that you are able to re-establish or collect;
- (3) An amount to allow for probable bad debts that you are normally unable to collect; and
- (4) All unearned interest and service charges.

c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

PROPERTY GENERAL CONDITIONS

1. Mortgageholders

- a. The term "mortgageholder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgage holder shown in the Loss Payable Clause in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this contract, the mortgageholder will still have the right to receive loss payment if the contract:
 - (1) Pays the amount of any contribution due under this contract at our request if you have failed to do so;
 - (2) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this contract will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this contract:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the

mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this contract, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of contribution; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. If we elect not to renew this contract, we will give written notice to the mortgageholder at least 10 days before the expiration date of this contract.

2. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Amount or Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Amount or Limit of Insurance.

3. Protective Safeguards

- a. As a condition of this contract, you are required to maintain the protective devices or services listed in the Schedule on file with us.
- b. The protective safeguards to which this condition applies may include one or more of the following:

(1) **Automated Sprinkler System**, including related supervisory services.

Automated Sprinkler System means:

- (a) Any automatic fire protective or extinguishing system, including connected:
 - (i) Sprinklers and discharge nozzles;
 - (ii) Ducts, pipes, valves and fittings;
 - (iii) Tanks, their component parts and supports; and
 - (iv) Pumps and private fire protection mains.

(b) When supplied from an automatic fire protective system:

(i) Non-automatic fire protective systems; and

(ii) Hydrants, standpipes and outlets.

(2) **Automatic Fire Alarm**, protecting the entire building, that is:

(a) Connected to a central station, or

(b) Reporting to a public or private fire alarm station.

(3) **Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

(4) **Service Contract** with a privately owned fire department providing fire protection service to the described premises.

c. Failure to maintain such protective safeguards over which you have control or failure to notify us of any suspension or impairment in any such protective safeguards of which your executive officer, or a designee of such executive officer, has knowledge shall suspend coverage for loss or damage caused by or resulting from fire as respects the location or situation affected for the time of such discontinuance of such safeguards. But, if part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

4. Suspension

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the coverage against loss from an "accident" to that "covered equipment". We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your coverage can be reinstated only by written notice from us. If we suspend your coverage, you will get a pro rata refund of contributions. But the suspension will be effective even if we have not yet made or offered a refund.

5. Jurisdictional Inspections

If any property that is "covered equipment" under Equipment Breakdown Additional Coverage requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

PROPERTY DEFINITIONS

1. **"Accident"** means direct physical loss as follows:

mechanical breakdown, including rupture or bursting caused by centrifugal force;

b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;

d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. **"Converted data"** means information that is stored on electronic media, that is capable of being communicated, processed or interpreted by electronic data processing equipment.

3. **"Covered equipment"**, unless otherwise specified in DEC Page 4b of the Declarations, means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy. None of the following is "covered equipment":

a. structure, foundation, cabinet, compartment or air supported structure or building;

b. insulating or refractory material;

c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

d. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

e. vehicle, dragline, excavation or construction equipment; or

f. equipment manufactured by you for sale.

4. "Employee"

a. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is used temporarily:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s) insured under this insurance; and

(b) Your official while that person is handling "funds" or "other property" of any employee benefit plan(s) insured under this insurance;

(4) Any natural person who is a volunteer worker or student teacher teaching as part or their educational requirements, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean agent, person leased to you by a labor leasing firm, broker, consignee, or independent contractor.

5. **"Funds"** means "money" and "securities".

6. **"Fungal Pathogens"** as used herein, shall mean any mold, fungus, mildew and any mycotoxins, spores, scents or byproducts or type of infestation produced by such mold, fungus, wet or dry rot or mildew.

7. **"Money"** means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

8. **"Occurrence"** means a single incident or event, except that if loss is caused by windstorm it means a period of 48 consecutive hours. But "occurrence" shall not include an "accident".

9. **"One accident"** means: If an initial "accident" causes other "accidents", all will be considered "one accident". All "accidents" that are the result of the same event will be considered "one accident".

10. **"Operations"** means your activities at the damaged premises prior to the date of direct physical loss or damage.

11. **"Other property"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.

12. **"Period of Restoration"** means the period of time that:

a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the damaged premises; and

b. Ends on the earlier of:

(1) The date when the property at the damaged premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants."

The expiration date of this contract will not cut short the "period of restoration."

13. **"Perishable Goods"** means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

14. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. But waste shall not include residential or domestic sewage from a sewerage treatment or collection system owned or operated by you.

15. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

16. **"Specified Causes of Loss"** means the following:

Fire; lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage, as used herein, means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam.

17. **"Vacant"** or "vacancy" means that the building does not contain enough Business Personal Property to conduct operations or activities customary to occupancy of the building.

Buildings under construction or renovation are not considered "vacant".

PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT - PLEASE READ IT CAREFULLY

SCHEDULE OF PROPERTY, VALUATION AND AGREED VALUE ENDORSEMENT

For valuable consideration, this endorsement is added to your Special Property Coverage Form MMP 001. This endorsement changes this contract effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No TYN00407-04-10	Endorsement Effective On <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that this contract is amended as follows:

- A. With respect only to the property listed with an Agreed Value in the Schedule of this endorsement, it is made a condition of this contract that the application of the Coinsurance Section in this contract is suspended in the determination of loss or damage caused by the covered Causes of Loss, occurring after the effective date of this endorsement and prior to 07/01/10 but in no event beyond the expiration date of this contract, and in lieu thereof the following Agreed Value clause is made a part of the form during such period of suspension:

"We will not pay a greater proportion of the covered loss or damage under this contract than the proportion that the Amount of Insurance Per Occurrence shown in the Declarations bears to the amount produced by multiplying the Coinsurance Percentage shown in the Declarations by the total Agreed Value below."

3. If the expiration date set forth in Section A is not extended by endorsement, the Coinsurance Section of this contract is automatically reinstated.
2. The value of property covered under Coverage Extensions, and the cost of Debris Removal and Pollution Clean Up and Removal shall not be considered in the determination of replacement cost or actual cash value when applying any Coinsurance Percentage.

SCHEDULE OF PROPERTY, VALUATION AND AGREED VALUE

LOC. NO.	DESCRIPTION AND LOCATION OF PROPERTY	INSERT EITHER BLDG(S), PERS. PPTY. OR BLANKET BLDG. AND PERS. PPTY	VALUATION REPLACEMENT COST (RC) OR ACTUAL CASH VALUE (ACV)	INSERT EITHER REPLACEMENT COST OR ACTUAL CASH VALUE AGREED VALUE
-7, -35, 7-47	As per Statement of Values on file with the group	Blanket Building and Personal Property	RC	\$53,427,272
36	As per Statement of Values on file with the group	Blanket Building and Personal Property	ACV	\$789,663

PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT - PLEASE READ IT CAREFULLY

SCHEDULE OF PROPERTY WITH VACANCY PERMIT ENDORSEMENT

For valuable consideration, this endorsement is added to your Special Property Coverage Form MMP 001. This endorsement changes this contract effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. TYN00407-04-10	Endorsement Effective on <u>07/01/10</u> (Date)
Named Insured Town of Tyngsborough	at 12:01 A.M. standard time at the Named Insured's Address

 Authorized Representative Signature

It is understood and agreed that this contract is amended as follows:

- Permission is granted for the buildings described below to be vacant, and the VACANCY EXCLUSION does not apply to direct physical loss or damage at the locations, and during the Permit Period shown in the schedule below.
- We will determine the value of said buildings at actual cash value at the time of loss or damage and will apply the provisions of the Coinsurance Section, using the Coinsurance Percentage shown below.
- The Amounts of Insurance Per Occurrence and the Deductibles Per Occurrence applicable to said buildings shall be as indicated in the schedule below.
- However, unless an "X" is shown opposite the description of the building in the schedule below, coverage afforded under this Vacancy Permit does not apply when loss or damage to that building is caused by the Excluded Causes of Loss indicated below.

SCHEDULE OF PROPERTY WITH VACANCY PERMIT

Description of Buildings	Per Occurrence		Excluded Causes of Loss	Permit Period	
	Amount of Insurance	Deductible		From	To
Office Building Sandall Road Tyngsborough, MA	\$185,192	\$1,000	90%	07/01/10	07/01/11

UMBRELLA/EXCESS LIABILITY

MIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**UMBRELLA/EXCESS
LIABILITY COVERAGE**

DECLARATIONS

CONTRACT # TYN00407-05-10

1 **MEMBER NAME AND ADDRESS:**
TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

2 **CONTRACT PERIOD:** **FROM 07/01/2010 TO 07/01/2011**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

SCHEDULE OF UMBRELLA/EXCESS COVERAGES:

	<u>Limits Of Insurance</u>	<u>In Excess of</u>
(A) Single Limit Any One Occurrence In Excess Of:	\$ 2,000,000	
(1) The Applicable Limits Of Insurance For The Underlying Insurance Specified In The Attached Schedule "A"		\$ See Schedule A
Or		
(2) Self-Insured Retention (Ultimate Net Less Any One Occurrence Not Covered By Underlying Insurance		\$10,000 Each Occurrence
(B) Aggregate Limit For Each Separate Annual Period Of This Contract (Applicable For Those Coverages Subject To An Aggregate Limit Under The Underlying Insurance).	\$ 2,000,000	

FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 5, SCH A Pg. 1 (0799), SCH A Pg. 2 (0799), MUM 001 (0705), MUM 002 (0701),
MUM 003 (0704), MUM 004 (0704), MUM 005 (0796), MUM 021 (0702), MUM 031 (0703)

UMBRELLA/EXCESS LIABILITY SUPPLEMENT

MEMBER NAME: TOWN OF TYNGSBOROUGH
 CONTRACT # TYN00407-05-10
 CONTRACT PERIOD: 07/01/2010 TO 07/01/2011

SCHEDULE A - SCHEDULE OF UNDERLYING COVERAGE OR INSURANCE

TYPE OF CONTRACT OR POLICY	APPLICABLE LIMITS	INSURER	CONTRACT NO. CONTRACT PERIOD
AUTO LIABILITY		MIAA PROPERTY AND CASUALTY GROUP, INC.	# TYN00407-02-10 07/01/2010 TO 07/01/2011
Bodily Injury and Property Damage Combined Single Limit Each Accident	\$ 1,000,000		
GENERAL LIABILITY		MIAA PROPERTY AND CASUALTY GROUP, INC.	# TYN00407-03-10 07/01/2010 TO 07/01/2011
Each Occurrence Limit	\$1,000,000		
Personal & Advertising Injury Limit	\$1,000,000		
Employee Benefit Injury Limit	\$1,000,000		
General Aggregate Limit (Other than Products-Completed Operations)	\$3,000,000		
Products-Completed Operations Aggregate Limit	\$3,000,000		
STANDARD WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		MIAA PROPERTY AND CASUALTY GROUP, INC.	# 10-389 07/01/2010 TO 07/01/2011
Coverage B - Employers' Liability			
Bodily Injury by Accident			
Each Accident	\$1,000,000		
Bodily Injury by Disease			
Each Employee	\$1,000,000		
Bodily Injury by Disease			
Contract Limit	\$1,000,000		

UMBRELLA/EXCESS LIABILITY SUPPLEMENT

MEMBER NAME: TOWN OF TYNGSBOROUGH

TRACT # TYN00407-05-10

TEST PERIOD: 07/01/2010 TO 07/01/2011

SCHEDULE A - SCHEDULE OF UNDERLYING COVERAGE OR INSURANCE

TYPE OF CONTRACT OR POLICY	APPLICABLE LIMITS	INSURER	CONTRACT NO. CONTRACT PERIOD
LAW ENFORCEMENT LIABILITY		MIA PROPERTY AND CASUALTY GROUP, INC.	# TYN00407-06-10 07/01/2010 TO 07/01/2011
Each Person:	\$1,000,000		
Each Occurrence:	\$1,000,000		
Annual Aggregate:	\$3,000,000		
PUBLIC OFFICIALS LIABILITY		MIA PROPERTY AND CASUALTY GROUP, INC.	# TYN00407-07-10 07/01/2010 TO 07/01/2011
Each Claim	\$1,000,000		
Annual Aggregate:	\$3,000,000		
SCHOOL BOARD LIABILITY		MIA PROPERTY AND CASUALTY GROUP, INC.	# TYN00407-08-10 07/01/2010 TO 07/01/2011
Each Claim	\$1,000,000		
Annual Aggregate:	\$3,000,000		

UMBRELLA AND EXCESS LIABILITY COVERAGE



THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

RETROACTIVE DATE - CLAIMS MADE COVERAGE

For valuable consideration, this endorsement is added to the Form(s) of this contract listed below, effective on the inception date of the contract unless another effective date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc.
Contract No. TYN00407-05-10

Endorsement Effective on 07/01/10
(Date)

Named Insured Town of Tyngsborough

at 12:01 A.M. standard time
at the Named Insured's Address

Authorized Representative Signature

It is hereby understood and agreed that the "retroactive date" in Form MUM 003 and MUM 004 is 07/01/94.



LAW ENFORCEMENT LIABILITY

MIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**LAW ENFORCEMENT LIABILITY
COVERAGE**

DECLARATIONS

CONTRACT # TYN00407-06-10

#1 MEMBER NAME AND ADDRESS:
TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

DESIGNATED PREMISES
POLICE STATION
WESTFORD ROAD
TYNGSBOROUGH, MA 01879

#2 CONTRACT PERIOD: **FROM 07/01/2010 TO 07/01/2011**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF LAW ENFORCEMENT LIABILITY COVERAGES:

	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Person	\$1,000,000	\$7,500
Each Occurrence	\$1,000,000	
Annual Aggregate Limit	\$3,000,000	

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:
DEC 6, MLE 001 (0706), MLE 002 (0702), MLE 031 (0402), MLE 050 (0799)

Public Officials Liability Insurance

PUBLIC OFFICIALS LIABILITY

MIIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**PUBLIC OFFICIALS LIABILITY
COVERAGE**

THIS IS A CLAIMS MADE CONTRACT - PLEASE READ CAREFULLY

DECLARATIONS

CONTRACT # TYN00407-07-10

#1 MEMBER NAME AND ADDRESS:
TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

#2 CONTRACT PERIOD: **FROM 07/01/2010 TO 07/01/2011**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF PUBLIC OFFICIALS LIABILITY COVERAGES:

	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Claim	\$1,000,000	\$ 7,500
Annual Aggregate Limit	\$3,000,000	
Back Wages Coverages Sub Limit as defined in MPO 009	\$50,000	

Coverage does not apply to "wrongful acts" committed before the Retroactive Date below:

Retroactive Date: 07/01/1994

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:
DEC 7, MPO 001 (0708), MPO 002 (0702), MPO 009 (0402), MPO 050 (0799)

SCHOOL BOARD LIABILITY

MIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**SCHOOL BOARD LIABILITY
COVERAGE**

THIS IS A CLAIMS MADE CONTRACT - PLEASE READ CAREFULLY

DECLARATIONS

CONTRACT # TYN00407-08-10

#1 MEMBER NAME AND ADDRESS:
TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

#2 CONTRACT PERIOD: **FROM 07/01/2010 TO 07/01/2011**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF SCHOOL BOARD LIABILITY COVERAGES:

	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Claim	\$1,000,000	\$ 7,500
Annual Aggregate Limit	\$3,000,000	
Back Wages Coverages Sub Limit as defined in MSB 009	\$50,000	

Coverage does not apply to "wrongful acts" committed before the Retroactive Date below:

Retroactive Date: 07/01/1994

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:
DEC 8, MSB 001 (0708), MSB 002 (0702), MSB 007 (0402), MSB 009 (0402),
MSB 050 (0799)

WORKERS COMPENSATION

MIA Property And Casualty Group, Inc.
One Winthrop Square
Boston, MA 02110

**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY**

DECLARATIONS

CONTRACT # 10-389

#1 MEMBER NAME AND ADDRESS:
TYNGSBOROUGH, TOWN OF
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879

#2 CONTRACT PERIOD: **FROM 07/01/2010 TO 07/01/2011**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 SCHEDULE OF COVERAGES:

A. Workers Compensation Coverage: Part One of the contract applies to the Workers Compensation Law of the Commonwealth of Massachusetts.

B. Employer's Liability Coverage: Part Two of the contract applies to work in the Commonwealth of Massachusetts. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Contract Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Note: Contribution: The Contribution for this contract will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information on the extension of information page is subject to verification and change by audit.

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:
DEC 9, EXTENSION OF INFORMATION PAGE, MWC 001 (0799), MWC 002 (0799),
MWC 003 (0704)

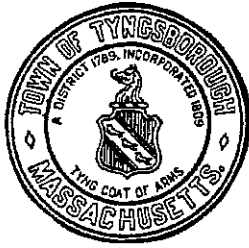
POLICE/FIRE ACCIDENT

INSERT CURRENT POLICY HERE

OTHER INSURANCE

**THIS COVERAGE IS NOT CURRENTLY BEING
PROVIDED BY MILA OR
CABOT RISK STRATEGIES**

**PLEASE CONTACT YOUR
ACCOUNT REPRESENTATIVE
IF YOU HAVE ANY QUESTIONS**



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

FROM: Michael P. Gilleberto, Town Administrator

TO: Insurance Committee

DATE: March 16, 2011

RE: Responses to requests

Attached please find responses to request for additional information, denoted in bold. I have also attached current census information (the last three pages of this packet) submitted by the Town Treasurer during the FY 2012 budget process. The FY 2012 health insurance appropriation request is \$4,093,139.

cc: Board of Selectmen
Kerry Colburn-Dione, Town Treasurer


**Tyngsborough Insurance Committee
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879**

Tyngsborough Insurance Committee Meeting Minutes
March 02, 2011

Members Present: Bob Jackson, Jeff Hunt, Linda Geyer, Chris Casey
Members Absent: Paul Patalano
Other Attendees: Burt Buchman, Don Ciampa


Meeting opened at 6:40PM.

1. Brief discussion about educational material provided by the town to the committee regarding Town insurance.
2. Burt spoke about MNHG's and how the expenses are greater in this plan compared to other pooled health benefit plans due to the population in this particular plan as being older when compared to a larger demographic.
3. Group discussion about having the current coverage health plan sent to a broker for the purpose of obtaining a cost for service bid for same type of coverage/service/etc. If cost is less, and we can change over, this may also provide in future years the opportunity to add flexible spending accounts, better variety of plan types, etc. **I have forwarded a request (see attached), developed with the broker identified by Mr. Casey, to our carriers. Responses are coming in, as are additional questions. The broker did indicate that a full turnaround time for changeover would be at least 5 or 6 weeks.**
4. Question was raised as to how we go about getting a bid on insurance for a municipality? **The Town would need to develop an RFP and make available information relative to our pool available to bidders,**
5. What is the cost to change plans? There is/may be a cost to get out of our current plan. Legal costs, paperwork, etc. **I've spoken with the Town Treasurer and she inquired last year of Groton-Dunstable Regional School District, which converted to the GIC in 2009. They reported 3 employees working full time on the transition for 12 weeks. Based on 3 employees working 35 hours for 12 weeks, divided by their 380 employees, this would equal approximately 3.25 hours per employee.**
6. Discussion that we should speak with Town Council or Labor Council to find out if it is acceptable for us (IC) to go out and get insurance quotes. **Quotes may be obtained, but action is limited to proposing recommendations to the Board of Selectmen. The Board of Selectmen would then need to meet with the Insurance Advisory Committee (IAC).**
7. What type of health insurance coverage does Chelmsford have? Discussion came up as the teachers just signed a new contract with new insurance language. Chelmsford utilizes MIIA. **See attached information.**

- 
8. Question was raised: what would happen if we were to break our current contract? In the contract, we renew on 5/31, must give 60 days notice of intent to leave, that may not give us time to pursue any options this year. **This question can be asked directly of Minuteman Nashoba at the time of their presentation.**
 9. Can we buy employees out of there insurance, i.e. can we offer an employee money not to take, or to not renew on the Towns plan? Is this legal? Can it be perceived as discriminatory? **See attached opinion of Labor Counsel, as solicited by the former Town Administrator.**

Meetings Ended: 7:55PM.

Next scheduled meeting is March, 16th, 2011





TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

FROM: Michael P. Gilleberto, Town Administrator

TO: Health Insurance Carriers: Fallon, Harvard-Pilgrim, and Tufts

DATE: March 10, 2011

RE: Health Insurance Information Request

The Town of Tyngsborough requests the following information from your companies:

- confirmation of current monthly rates
- monthly enrollment by tier for the past 24 months
- monthly paid premiums for the past 24 months
- monthly paid claims for the past 24 months
- details on any individual claims exceeding \$25,000
- claim utilization data for the past 24 months

Thank you for your prompt attention to this request. Please do not hesitate to contact me with any questions you may have.

cc: Board of Selectmen
Tyngsborough Insurance Committee

[Home](#) | [Health & Dental](#) | [Property Casualty & Workers' Compensation](#) | [About MIA](#) | [Contact Us](#)

Welcome! Please [register](#) or [log in](#).

Overview

Services

Well Aware - Wellness Services

Employee Assistance Program

[Health & Dental](#) > Overview

Health & Dental

The Massachusetts Interlocal Insurance Association (MIAA) is the insurance arm of the Massachusetts Municipal Association (MMA), a private, nonprofit and nonpartisan organization of cities and towns. On July 1, 1992, MIAA established the MIAA Health Benefits Trust in cooperation with Blue Cross Blue Shield of Massachusetts to serve the health benefit needs of local government. The Trust was established pursuant to M.G.L. Chapter 32B Section 12 and is now one of the largest pools in the nation.

The MIAA Health Benefits Trust offers the following advantages to its members:

- * Governance by a board of trustees comprised of local government officials.
- * A full spectrum of Blue Cross Blue Shield product options to meet the needs of local government employees and retirees. Products include HMO Blue, which has been rated as the #1 health plan for member satisfaction in Massachusetts by the National Committee for Quality Assurance.
- * Rating methodologies such as caps on rate increases and pooling of large losses, which are designed to provide rate stability over time.
- * Support for the municipality's enrollment staff on MGL Chapter 32B and Blue Cross Blue Shield underwriting requirements. Quality control of enrollment transactions, monitoring and reporting on overage dependents and those reaching age 65.
- * Customer service on benefit and claims issues which supplements services provided by Blue Cross Blue Shield's dedicated Municipal Unit.
- * Wellness and health promotion services unequalled by any competitor.

The Trust began in 1992 with eight members and about 2,000 subscribers. It now has more than 115 members and over 28,000 subscribers, with more growth on the horizon. While national health care trends have averaged 11.2% since the Trust was formed in 1992, the Trust's trend has been 8.7%. Member satisfaction surveys indicate a high level of satisfaction with the program, especially Well Aware, the Trust's health promotion and wellness program.

View the Health Benefits Trust [Privacy Notice](#) (for Subscribers)

Download a [Sample HIPAA Privacy Notice](#) (for Accounts)

[Home](#) [Health & Dental](#) [Property Casualty & Workers' Compensation](#) [About MIA](#) [Contact Us](#) [Health & Dental](#) > [Services](#)**Overview**Welcome! Please [register](#) or [log in](#).**Services**

[Medicare Part D Assistance](#)
[BCBS Enrollment & Eligibility](#)
[BCBS Claims Assistance](#)
[Municipal Health Care Conference](#)
[MA Health Care Reform](#)
[Forms](#)
[Online Resources](#)
[Important Administrative Information](#)

Well Aware - Wellness Services**Employee Assistance Program**

Health & Dental Services

MIA is committed to offering a wide selection of health and dental plans to serve the needs of schools, municipalities, and other public entities. Our service-oriented mission drives us to change with our members. MIA offers Blue Cross Blue Shield of Massachusetts health & dental products that can be tailored with different co-pays and deductibles, and other benefit features, to meet the financial and program needs of our growing Health Benefits Trust members. New England-wide HMO networks as well as Massachusetts-based networks are available. The PPO provides a national network that meets the needs of individuals wherever they live. The indemnity Medicare-supplement plan also provides flexibility for retirees wherever they live. The following categories of plans are offered:

[Health Maintenance Organizations \(HMO\)](#)[Point of Service Plans \(POS\)](#)[Preferred Provider Organizations \(PPO\)](#)[Indemnity Plans](#)[Medicare Supplement HMO and Indemnity Plans](#)[Medicare HMO Blue](#)[High and Low Option Dental Blue Plans](#)[Home](#) | [Health & Dental](#) | [Property Casualty & Worker's Compensation](#) | [About Us](#) | [Contact Us](#) | [Terms of Use](#) | [Privacy Policy](#)

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Overview

Services

Well Aware - Wellness Services

Overview

Meet Our Staff

Standard Services for Accounts

Extended Services for Accounts

Special Initiatives

Services for Subscribers

Program Options by Health Topic

Well Aware Testimonials

Print & Electronic Resources

Online Resources

Incentives

Employee Assistance Program

[Health & Dental](#) > Well Aware - Wellness Services

Overview

Welcome to Well Aware!

Some of the most innovative and significant healthcare cost containment programs start well before visiting a hospital or doctor. That's why we created one of the most robust and advanced wellness programs available in Massachusetts, Well Aware (administered by MIA Health Benefits Trust).

Our extensive menu of free services and resources promote healthy attitudes and practices and help to build a culture of wellness at your worksite. Many of the most costly health conditions for employers – heart disease, hypertension, diabetes, obesity and low back problems – could, in many cases, be improved or even prevented by making lifestyle changes. And health is much more than just not being sick — healthy employees have more energy, have better morale and are more productive. Well Aware is designed to provide the skills and motivation to make and maintain long-term behavior changes in critical areas such as diet, physical activity, stress management, medical consumerism, and self-care. Lasting changes in these areas will translate into bottom line savings tomorrow for both employer groups and individuals.

Our comprehensive and personalized program is designed for municipalities and related public entities. It's your "one-stop" for wellness. We work with you to design a dynamic program that is right for your unique, local situation and aligned with your healthcare objectives. We provide needs and interest assessment, program planning, program implementation and program evaluation. We have everyone covered- from individuals, to families, to departments, to your entire workplace. Enjoy browsing through our website.

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**ALLONE**
HEALTH**MIIA**

MIIA Employee Assistance Program (EAP)

Welcome to the MIIA EAP Website! This free EAP benefit is available to you and your household members and offers:

- Confidential counseling with licensed mental health providers
- Free legal and financial consultation with qualified attorneys and financial planners
- Referrals to resources such as child/elder care, parent support groups, education programs, summer camps, fitness classes, weight loss and smoking cessation programs
- Consultation with EAP professionals about work issues to help employees and supervisors work together successfully

Learn more about what the EAP can offer your group - [EAP Service List](#)

Please call us anytime at (800) 451-1834 to speak with a counselor or schedule an appointment. Counselors are available 24 hours a day, 7 days a week to assess your needs and find appropriate resources. Please read a short description about how the EAP can benefit you - [EAP Brochure](#) / [EAP Flyer](#)
You may also read our [Frequently Asked Questions brochure](#) for more details on the service - [FAQ](#)

Posters are now available in three designs - Sunset, Stressed, Balance. You may order them in 8 1/2 X 11 and 11 X 17 inch formats.

MIIA EAP is also pleased to offer our clients a number of online publications, including our Frontline Employee newsletter, E-books, tip sheets, and an MIIA Employee Orientation Video.
Click on the links below to learn more about each of these items.

Information for Managers & Supervisors

MIIA EAP offers excellent resources to support you and your employees. Learn more about the Supervisor Toolkit that reviews the Seminars & Trainings, workplace trauma response and management consultation. See the Supervisor newsletter, Frontline Supervisor, for helpful strategies and tips on how to be an effective manager. See Training Catalog for a complete description of our trainings.

We also offer Employee Assistance support to schools. Please review the following School Programs flyer for more information.

TeamWorks Institute - dedicated to resolving workgroup conflict. [Click here to view the flyer.](#)

For further information or to enroll as a MIIA EAP client, contact Jeff Siena at MIIA (800)882-1498 or Will Brown at AllOne Health, (508)655-9766. Your municipality is required to have MIIA's worker's compensation coverage, MIIA property and casualty coverage, or MIIA health care coverage in order to be eligible for the MIIA EAP program.

Succession Planning Seminar Materials

- Passing the Baton - Municipal Succession Planning
- Succession Plan Framework & Tasks
- 2020 Vision template 2

MIIA Employee Orientation Video - This 9-minute video shows real-life examples of employees using the EAP. For best viewing performance we recommend Microsoft Windows Media Player 9 or above.

[Click here to download Windows Media Player.](#)

MIIA Rewards Seminar Series Handouts

The following handouts were distributed in the MIIA Rewards Seminar Series:

Managing Change and Transitions

- Managing Change Checklist for Managers and Action Steps

Dealing with Difficult People: Enhancing Your Interpersonal Skills

- Quick Reference for Coping with Challenging Behavior
- Coping With Challenging People

Taking the Grief Out of Grievances

- 10 Tips For Handling Grievances
- 10 Tips For Preventing Grievances

Managing in a Multigenerational Workforce

- Multigenerational Workforce Crib Sheet
- Generational IQ Test

The following E-books and newsletters are in PDF file format, which can be read in Adobe Acrobat Reader.

E-books - multi-page, informative booklets on various topics of interest

Economic Uncertainty Toolkit
 Stress Management
 Substance Abuse
 Work/Life Balance
 Coping with Loss
 Healthy Sleep Habits
 Workplace Safety
 Business Travel

Frontline Employee Newsletter - a quarterly newsletter chock-full of useful articles

Winter 2011
 Summer 2010
 Spring 2010
 Winter 2010
 Summer 2009
 Spring 2009
 Fall 2009
 Winter 2009
 Summer 2008
 Spring 2008
 Fall 2008
 Winter 2008
 Fall 2007
 Spring 2007
 Winter 2006
 Fall 2006
 Summer 2006
 Spring 2006

Frontline Supervisor Newsletter - a quarterly newsletter chock-full of useful articles

Winter 2011
 Summer 2010
 Spring 2010
 Winter 2010
 Fall 2009
 Summer 2009
 Spring 2009
 Winter 2009
 Winter 2008
 Fall 2008
 Summer 2008
 Spring 2008
 Fall 2007
 Summer 2007
 Spring 2007

Tip Sheets - brief educational handouts on key work/life topics

Ticks and Lyme Disease
 Finding Your Fit Weight
 For a Smoke-Free Future
 Managing Money Musts
 Roaring Retirement
 Time Management
 Coping With The Holidays

The AllOne Health Difference | Our Experience | Our Clinical Leadership Team | Flu Information | News
Clinic & Affiliate Essentials | Clinic Locations | Download Center | Careers | Contact Us
Privacy Statement | Terms & Conditions | Provider Center | Webinars

TOWN OF CHELMSFORD HEALTH INSURANCE RATES

JULY 1, 2010 THROUGH JUNE 30, 2011

EMPLOYEE HEALTH INSURANCE	FAMILY RATES	TOWN SHARE	EMPLOYEE SHARE	SINGLE RATES	TOWN SHARE	EMPLOYEE SHARE
BLUE CARE ELECT 63% Town 37% Employee	\$1,852.55	\$1,167.11	\$685.44 per month \$316.36 bi-weekly	\$714.86	\$450.36	\$264.50 per month \$122.08 bi-weekly
HMO BLUE 75% Town 25% Employee	\$1,545.67	\$1,159.25	\$386.42 per month \$178.35 bi-weekly	\$596.42	\$447.32	\$149.11 per month \$68.82 bi-weekly
NETWORK BLUE OPTIONS 75% Town 25% Employee This plan is under negotiations with labor unions. It is not currently available to all employees.	\$1,395.65	\$1,046.74	\$348.91 per month \$161.04 bi-weekly	\$538.53	\$403.90	\$134.63 per month \$62.14 bi-weekly
RETIREE HEALTH INSURANCE 60% Town 40% Retiree						
BLUE CARE ELECT	\$1,852.55	\$1,111.53	\$741.02 per month	\$714.86	\$428.92	\$285.94 per month
HMO BLUE	\$1,545.67	\$927.40	\$618.27 per month	\$596.42	\$357.85	\$238.57 per month
NETWORK BLUE OPTIONS This plan is under negotiations with labor unions. It is not currently available to all retirees.	\$1,395.65	\$837.39	\$558.26 per month	\$538.53	\$323.12	\$215.41 per month
RETIREES 65+ AND ELIGIBLE FOR MEDICARE						
EDEX 3				\$504.18	\$302.51	\$201.67 per month
MANAGED BLUE SR				\$454.35	\$272.61	\$181.74 per month

DENTAL - 100% Employee & Retiree Paid	FAMILY RATES	SINGLE RATES
Delta Dental High Plan	\$129.25 per month \$59.65 bi-weekly	\$56.66 per month \$26.15 bi-weekly
Delta Dental Low Plan	\$93.34 per month \$43.08 bi-weekly	\$40.39 per month \$18.64 bi-weekly

LIFE INSURANCE

BOSTON MUTUAL 60% Town 40% Employee	Rate	Town Share	Employee/Retiree Share
EMPLOYEES	\$2.65	\$1.59	\$1.06 per month
RETIREES	\$0.49	\$0.29	\$0.20 per month

Additional Life insurance is available to eligible active employees. Rate varies on benefit amount selected.

CAFETERIA PLAN ADVISORS FlexChoice - Optional for Employees Only

Flexible Spending Account	Payroll Deduction \$3,000.00 annual limit	Admin Fee Debit Card	\$4.50 per month \$12.00 per year	Covered by the Town Covered by the Town
Dependent Care Account	\$5,000.00 annual limit			



Blue Care[®] Elect Preferred (PPO)

\$15 Office Visit Copayment
\$50 Emergency Room Copayment

Summary of Benefits



Your Choice

When You Choose Preferred Providers.

You receive the highest level of benefits under your health care plan when you choose preferred providers. These are called your "in-network" benefits. You can also choose non-preferred providers, but your out-of-pocket costs are higher. These are called your "out-of-network" benefits.

Generally, you have full coverage for most preferred hospital, physician, and other provider covered services. And, for some outpatient services, you pay a \$15 copayment for each visit.

Please note: If a preferred provider refers you for covered services to another provider (such as a lab or specialist), make sure the provider you have been referred to is also a preferred provider. If the provider you use is not a preferred provider, your out-of-pocket costs will be higher, even if you are referred by a preferred provider.

How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the preferred provider directory. If you need a copy of your provider directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at www.bluecrossma.com for Massachusetts providers.
- Visit the BlueCard® Provider Finder website at www.bcbs.com/healthtravel/finder.html.
- Call the BlueCard Program at 1-800-810-BLUE (2583), 24 hours a day, seven days a week.

When You Choose Non-Preferred Providers.

You must pay a calendar-year deductible for most out-of-network services. The calendar-year deductible begins on January 1 and ends on December 31 each year. The deductible is \$250 for each member (or \$500 for all family members covered under the same membership). After you have met your deductible, you pay 20 percent co-insurance for most out-of-network covered services. When the money paid for the 20 percent co-insurance equals \$1,000 for a member in a calendar year (or \$2,000 for all family members covered under the same membership), benefits for that member (or that family) will be provided in full, based on the allowed charge, for the rest of that calendar year. Refer to the benefit description and riders for a definition of allowed charge and how the deductible and co-insurance are calculated.

Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). You pay a \$50 copayment for in-network or out-of-network emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay. The out-of-network deductible does not apply.

Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Home Health Care, and Individual Case Management. Information concerning Utilization Review is detailed in your benefit description. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

Dependent and Student Benefits.

Blue Care Elect Preferred covers your unmarried dependent children until age 19, or until age 26 if they are full-time students. Coverage ends when the student turns 26, or marries, or on November 1 following the date the student discontinues full-time classes or graduates, whichever comes first.

Your Medical Benefits

Plan Specifics	Your Cost In-Network	Your Cost Out-of-Network (after your deductible)
Calendar-year deductible	None	\$250 per member \$500 per family
Calendar-year co-insurance maximum	None	\$1,000 per member \$2,000 per family
Covered Services		
Outpatient Care		
Emergency room visits	\$50 per visit (waived if admitted or for observation stay)	\$50 per visit (waived if admitted or for observation stay), no deductible
Clinic visits; physicians', podiatrists', and chiropractors' office visits	\$15 per visit	20% co-insurance
Well-child care exams, including related tests, according to age-based schedule as follows: • 10 visits during the first year of life • Three visits during the second year of life • One visit per calendar year from age 2 through age 11 • One visit every two calendar years from age 12 through age 18	\$15 per visit (no cost for routine tests)	20% co-insurance
Routine adult physical exams, including related tests, according to age-based schedule as follows: • Once every five calendar years from age 19 through age 29 • Once every three calendar years from age 30 through age 39 • Once every two calendar years from age 40 through age 54 • Once every calendar year age 55 and older	\$15 per visit (no cost for routine tests)	20% co-insurance
Routine GYN exam, including related lab tests (one per calendar year)	\$15 per visit (no cost for routine tests)	20% co-insurance
Routine hearing exam	\$15 per visit	20% co-insurance
Routine vision exam (one per calendar year)	\$15 per visit	20% co-insurance
Routine PSA test for a member age 40 and older (one per calendar year)	Nothing	20% co-insurance
Allergy injections	\$15 per visit	20% co-insurance
Family planning services—office visits	\$15 per visit	20% co-insurance
Short-term rehabilitation therapy—physical and occupational (up to 100 visits per calendar year*)	\$15 per visit	20% co-insurance
Speech, hearing, and language disorder treatment—speech therapy	\$15 per visit	20% co-insurance
Diagnostic X-rays, lab tests, and other tests	Nothing	20% co-insurance
Oxygen and equipment for its administration	Nothing	20% co-insurance
Prosthetic devices and repairs	Nothing	20% co-insurance
Home health care, including hospice services	Nothing	20% co-insurance
Durable medical equipment and repairs—such as wheelchairs, crutches, hospital beds (up to \$1,500 per calendar year**)	All charges beyond the calendar-year maximum	20% co-insurance and all charges beyond the calendar-year maximum
Surgery and related anesthesia • Office setting • Ambulatory surgical facility, hospital, or surgical day care unit	\$15 per visit Nothing	20% co-insurance 20% co-insurance
Inpatient Care (including maternity care)		
General or chronic disease hospital care (as many days as medically necessary)	Nothing	20% co-insurance
Rehabilitation hospital care (up to 60 days per calendar year)	Nothing	20% co-insurance
Skilled nursing facility care (up to 100 days per calendar year)	Nothing	20% co-insurance

- * No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care, or to diagnose or treat speech, hearing, and language disorders.
- ** No dollar limit applies when durable medical equipment is furnished as part of covered home dialysis, home health care, or hospice services.

Your Medical Benefits (continued)

Covered Services	Your Cost In-Network	Your Cost Out-of-Network (after your deductible)
Mental Health and Substance Abuse Treatment		
Biologically based conditions*		
Inpatient admissions in a general or mental hospital	Nothing	20% co-insurance
Outpatient visits	\$15 per visit	20% co-insurance
Non-biologically based mental conditions (includes drug addiction and alcoholism)		
Inpatient admissions in a general hospital	Nothing	20% co-insurance
Inpatient admissions in a mental hospital or substance abuse treatment facility (up to 60 days per calendar year)	Nothing	20% co-insurance
Outpatient visits (up to 24 visits per calendar year)	\$15 per visit	20% co-insurance
Alcoholism treatment (in addition to non-biologically based mental conditions)		
Inpatient admissions in a general hospital	Nothing	20% co-insurance
Inpatient admissions in a substance abuse treatment facility (up to 30 days per calendar year)	Nothing	20% co-insurance
Outpatient visits (up to 8 visits per calendar year)	\$15 per visit	20% co-insurance
Prescription Drug Benefit		
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 for Tier 1 \$20 for Tier 2 \$35 for Tier 3	
Through the mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$10 for Tier 1 \$20 for Tier 2 \$35 for Tier 3	

* Treatment for rape-related mental or emotional disorders and treatment for children under age 19 are covered to the same extent as biologically based conditions.

Healthy Blue Programs

At Blue Cross Blue Shield of Massachusetts we offer you Healthy Blue, a group of programs, discounts and savings, resources, and tools to help you get the most you can from your health care plan. Call us at 1-800-782-3675 to receive our *Healthy Blue* booklet, which outlines these special programs.

LIVING HEALTHY Babies®	No charge
A Fitness Benefit toward membership at a health club (see your benefit description for details)	\$150 per year, per individual/family
Reimbursement for a Blue Cross Blue Shield of Massachusetts designated weight loss program	\$150 per year, per individual/family
Living Healthy® Vision—discounts on eyewear (frames, lenses, supplies, and laser vision correction surgery)	Discount varies
Discounts on safety helmets and home safety items	Discount varies
Blue Care® Line to answer your health care questions 24 hours a day—call 1-888-247-BLUE (2583)	No charge
Living Healthy® Naturally—discounts on different types of complementary and alternative medicine services such as acupuncture, massage therapy, nutritional counseling, personal training, Pilates, tai chi, and yoga	Up to a 30% discount
Visit www.AHealthyMe.com for an around-the-clock healthy approach to fitness, family, and fun	No charge

Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at www.bluecrossma.com.

Limitations and Exclusions. These pages summarize the benefits of your health care plan. The benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; hearing aids; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders. Please note: Blue Cross and Blue Shield of Massachusetts, Inc. administers claims payment only and does not assume financial risk for claims.



HMO Blue New EnglandSM Plan 2

Summary of Benefits

Town of Chelmsford



✓ This health plan meets Minimum Creditable Coverage Standards for Massachusetts residents that will be effective January 1, 2009, as part of the Massachusetts Health Care Reform Law.

An Association of Independent Blue Cross and Blue Shield Plans

Your Care

Your Primary Care Physician.

When you join HMO Blue New England Plan 2, you must choose a primary care physician (PCP) for you and each member of your family from any New England state. There are several ways to find a PCP: visit the Blue Cross Blue Shield of Massachusetts website at www.bluecrossma.com; consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist. The specialist will usually be one your PCP knows, probably someone affiliated with your PCP's hospital or medical group. Your physician may also work with Blue Cross Blue Shield concerning the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review is detailed in your benefit description.

Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). You pay a \$50 copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay.

HMO Blue New England Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine. Please see your benefit description for exact service area details.

When Outside the HMO Blue New England Service Area.

If you're traveling outside the service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

Dependent and Student Benefits.

This health care plan covers your unmarried dependent children until age 19, or full-time students until age 26. Coverage ends when the student turns 26, or marries, or on November 1 following the date the student discontinues full-time classes or graduates, whichever comes first.

Your Medical Benefits

Covered Services	Your Cost
Outpatient Care	
Emergency room visits	\$50 per visit (waived if admitted or for observation stay)
Well-child care visits	\$15 per visit (no cost for immunizations and routine tests)
Routine adult physical exams, including related tests	\$15 per visit (no cost for immunizations and routine tests)
Routine GYN exams, including related lab tests (one per calendar year)	\$15 per visit (no cost for routine tests)
Routine hearing exams	\$15 per visit
Routine vision exams (one per calendar year)	\$15 per visit
Family planning services—office visits	\$15 per visit
Office visits	\$15 per visit
Chiropractor services (up to 20 visits per calendar year for members age 16 or older)	\$15 per visit
Short-term rehabilitation therapy—physical and occupational (up to 60 visits per calendar year*)	\$15 per visit
Speech, hearing, and language disorder treatment—speech therapy	\$15 per visit
Preventive dental care for children under age 12 (one visit each six months)	Nothing
Allergy injections only	Nothing
Diagnostic X-rays, lab tests, and other tests	Nothing
Home health care and hospice services	Nothing
Oxygen and equipment for its administration	Nothing
Prosthetic devices	Nothing
Durable medical equipment—such as wheelchairs, crutches, hospital beds (up to \$1,500 per calendar year**)	All charges beyond the calendar-year benefit maximum
Surgery and related anesthesia	
• Office setting	Nothing
• Ambulatory surgical facility, hospital, or surgical day care unit	Nothing
Inpatient Care (including maternity care)	
General or chronic disease hospital care (as many days as medically necessary)	Nothing
Rehabilitation hospital care (up to 60 days per calendar year)	Nothing
Skilled nursing facility care (up to 100 days per calendar year)	Nothing
Prescription Drug Benefits	
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 for Tier 1 \$20 for Tier 2 \$35 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$10 for Tier 1 \$20 for Tier 2 \$35 for Tier 3

* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care.

** No dollar limit applies when durable medical equipment is furnished as part of covered home dialysis, home health care, or hospice services.

Your Medical Benefits (continued)

Covered Services

Your Cost

Mental Health and Substance Abuse Treatment

Biologically based conditions*

- Inpatient admissions in a general or mental hospital
- Outpatient visits

Nothing
\$15 per visit

Non-biologically based conditions

- Inpatient admissions in a general hospital
- Inpatient admissions in a mental hospital (up to 60 days per calendar year)
- Outpatient visits (up to 24 visits per calendar year)

Nothing
Nothing
\$15 per visit

* Treatment of rape-related mental or emotional disorders for victims of an assault with intent to rape, and treatment for children under age 19, are covered to the same extent as biologically based conditions.

Healthy Blue Programs

At Blue Cross Blue Shield of Massachusetts we offer you a group of programs, discounts and savings, resources, and tools to help you get the most you can from your health care plan. Call us at 1-800-782-3675 to receive information that outlines these special programs.

www.livinghealthybabies.com	No charge
A Fitness Benefit toward membership at a health club (see your benefit description for details)	\$150 per year, per individual/family
Reimbursement for a Blue Cross Blue Shield of Massachusetts designated weight loss program	\$150 per year, per individual/family
Living Healthy Vision™—discounts on eyewear (frames, lenses, supplies, and laser vision correction surgery)	Discount varies
Safe Beginnings—discounts on home safety items	Discount varies
Living Healthy Naturally™—discounts on different types of complementary and alternative medicine services such as acupuncture, massage therapy, nutritional counseling, personal training, Pilates, tai chi, and yoga	Up to a 30% discount
Blue Care Line™ to answer your health care questions 24 hours a day—call 1-888-247-BLUE (2583)	No charge
Visit www.AHealthyMe.com for an around-the-clock healthy approach to fitness, family, and fun	No charge

Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at www.bluecrossma.com.

Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?
Go to www.bluecrossma.com/email to sign up.

Limitations and Exclusions. These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; hearing aids; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

Please note: Blue Cross and Blue Shield of Massachusetts, Inc., administers claims payment only and does not assume financial risk for claims.



Network Blue New England OptionsSM v.3

Summary of Benefits



✓ This health plan meets Minimum Creditable Coverage Standards for Massachusetts residents effective January 1, 2010, as part of the Massachusetts Health Care Reform Law.

Your Care

Within the Network Blue New England Options network, hospitals and groups of primary care providers (PCPs) are ranked into three benefits tiers based on cost and nationally accepted quality performance criteria selected by Blue Cross Blue Shield of Massachusetts.

Where you receive care will determine your out-of-pocket costs for most services under the plan.

By choosing Enhanced Benefits Tier providers each time you get hospital or PCP care, you can generally lower your out-of-pocket costs.

- **Enhanced Benefits Tier**—Includes Massachusetts PCPs and hospitals that met our quality benchmark and our benchmark for lowest cost.
- **Standard Benefits Tier**—Includes Massachusetts PCPs and hospitals that met our quality benchmark and our benchmark for moderate cost. Also includes providers without sufficient data for measurement on one or both benchmarks. In limited circumstances, the Standard Benefits Tier includes certain providers whose scores would put them in the Basic Benefits Tier to provide geographic access for members.
- **Basic Benefits Tier**—Includes Massachusetts PCPs and hospitals that scored below our quality benchmark and/or our benchmark for moderate cost.

Note: PCPs were measured based on their HMO patients as part of their provider group, and hospitals were measured based on their individual facility performance. Provider groups can be composed of an individual provider, or a number of providers who practice together. Tier placement is based on cost and quality benchmarks where measurable data is available. Providers without sufficient data for either cost or quality are placed in the Standard Benefits Tier. Providers that do not meet benchmarks for one or both of the domains and hospitals that use nonstandard reimbursement are placed in the Basic Benefits Tier.

It is important to consider the tier of both your primary care provider and the facility where your provider has admitting privileges before you choose a PCP or receive care. For example, if you require hospital care and your Enhanced Benefits Tier PCP refers you to an Enhanced Benefits Tier hospital, you would pay the lowest cost sharing for both your PCP and hospital services. Or, if your Enhanced Benefits Tier PCP refers you to a Basic Benefits Tier hospital for care, you will pay the lowest copayments for PCP services, but the highest copayments for hospital services, except in an emergency.

Copayments Outside of Massachusetts. For network providers outside of Massachusetts, a network provider who is listed as a general practitioner, internist, family practitioner, pediatrician, obstetrician/gynecologist, nurse practitioner, rural health center, or general hospital is considered an Enhanced Benefits Tier provider. Other providers in our New England network carry the higher, specialist copayment.

Your Primary Care Provider. When you enroll, you must choose a PCP for you and each member of your family. Each member of a family may choose a different PCP from any of the six New England networks. There are several ways to find a Massachusetts PCP or find the tier designation of a PCP (or general hospital): visit the Blue Cross Blue Shield of Massachusetts website at www.bluecrossma.com; consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. To locate a PCP in a New England state outside of Massachusetts, look in that state's HMO Blue New England provider directory. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

Referrals You Can Feel Better About. Your PCP is the first person you call when you need routine or sick care (see Emergency Care—Wherever You Are for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist. The specialist will usually be one your PCP knows, probably someone affiliated with your PCP's hospital or medical group. Your provider may also work with Blue Cross Blue Shield concerning the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review is detailed in your benefit description.

Emergency Care—Wherever You Are. In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). You pay a \$50 copayment per visit for emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay. Additionally, because you may not have a choice during an emergency, if you are admitted for an inpatient stay from the emergency room, you will be responsible for an Enhanced Benefits Tier copayment regardless of the tier of the hospital. Any follow-up care must be arranged by your PCP.

Service Area. The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine. Please see your benefit description for exact service area details.

When Outside the Service Area. If you're traveling outside the service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. And, any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

Out-of-Pocket Maximum for Certain Services. For some services, you are protected by a calendar-year out-of-pocket maximum. Only copayments for hospital admissions and ambulatory surgery admissions, will be applied to your out-of-pocket maximum. When the money you have paid equals the amounts shown below, full coverage, based on the allowed charge, will be provided for these services for the remainder of that calendar year:

- Inpatient admissions in a general hospital:
 - \$600 per member for Enhanced Benefits Tier hospital admissions each calendar year
 - \$1,200 per member for Standard Benefits Tier and Basic Benefits Tier hospital admissions each calendar year
- Inpatient admissions in a mental hospital or substance abuse treatment facility:
 - \$600 per member each calendar year
- Outpatient day surgical admissions:
 - \$300 per member each calendar year

Copayments paid for Enhanced Benefits Tier hospital admissions will apply to the out-of-pocket maximum amount for Standard Benefits Tier and Basic Benefits Tier hospital admissions and vice versa.

Dependent and Student Benefits. Please contact your plan sponsor for information concerning dependent and student eligibility provisions.

Your Medical Benefits

Covered Services	Your Cost for Enhanced Benefits Tier Network Providers	Your Cost for Standard Benefits Tier Network Providers	Your Cost for Basic Benefits Tier Network Providers
Outpatient Care			
Emergency room visits	\$50 per visit (waived if admitted or for observation stay)	\$50 per visit (waived if admitted or for observation stay)	\$50 per visit (waived if admitted or for observation stay)
Well-child care visits	\$10 per visit (no cost for immunizations and routine tests)	\$15 per visit (no cost for immunizations and routine tests)	\$20 per visit (no cost for immunizations and routine tests)
Routine adult physical exams, including related tests	\$10 per visit (no cost for immunizations and routine tests)	\$15 per visit (no cost for immunizations and routine tests)	\$20 per visit (no cost for immunizations and routine tests)
Routine GYN exams, including related lab tests (one per calendar year)	\$15 per visit (no cost for routine tests)	\$15 per visit (no cost for routine tests)	\$15 per visit (no cost for routine tests)
Office visits [*]			
• PCP, network nurse practitioner, or nurse midwife (billed by PCP)	\$10 per visit	\$15 per visit	\$20 per visit
• Network nurse practitioner or nurse midwife (not billed by PCP)	\$15 per visit	\$15 per visit	\$15 per visit
• Other network providers	\$25 per visit	\$25 per visit	\$25 per visit
Mental health and substance abuse treatment	\$10 per visit	\$10 per visit	\$10 per visit
Routine hearing exams			
• PCP	\$10 per visit	\$15 per visit	\$20 per visit
• Other network providers	\$15 per visit	\$15 per visit	\$15 per visit
Hearing supplies for one hearing aid or one set of binaural hearing aids (up to \$1,700 each 24 months ^{**})	All charges beyond the benefit maximum	All charges beyond the benefit maximum	All charges beyond the benefit maximum
Routine vision exam (one every 24 months)	\$15 per visit	\$15 per visit	\$15 per visit
Family planning services—office visits			
• PCP	\$10 per visit	\$15 per visit	\$20 per visit
• Other network providers	\$15 per visit	\$15 per visit	\$15 per visit
Chiropractor services (up to 20 visits per calendar year)	\$15 per visit	\$15 per visit	\$15 per visit
Short-term rehabilitation therapy—physical and occupational (up to 90 visits per calendar year ^{***})	\$15 per visit	\$15 per visit	\$15 per visit
Speech, hearing, and language disorder treatment—speech therapy	\$15 per visit	\$15 per visit	\$15 per visit
Allergy injections only	Nothing	Nothing	Nothing
Home health care and hospice services	Nothing	Nothing	Nothing
Oxygen and equipment for its administration	Nothing	Nothing	Nothing
Prosthetic devices	20% co-insurance	20% co-insurance	20% co-insurance
Diagnostic X-rays, lab tests, and other tests, including MRIs, CT scans, PET scans, and nuclear cardiac imaging tests	Nothing	Nothing	Nothing
Durable medical equipment—such as wheelchairs, crutches, and hospital beds	Nothing	Nothing	Nothing
Surgery and related anesthesia			
• Office setting	Nothing	Nothing	Nothing
• Surgical day care unit	\$100 per admission	\$100 per admission	\$100 per admission
• Ambulatory surgical facility	\$100 per admission	\$100 per admission	\$100 per admission

* For monitoring and medication management services, a \$10 copayment per visit applies.

** This includes dispensing fees and acquisition costs. You pay nothing for the first \$500 of allowed charges, then 20% coinsurance up to the benefit maximum. No benefits are provided for the replacement of lost or broken hearing aids, replacement parts, or hearing aid repairs.

*** No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care.

Your Medical Benefits (continued)

Covered Services	Your Cost for Enhanced Benefits Tier Network Providers	Your Cost for Standard Benefits Tier Network Providers	Your Cost for Basic Benefits Tier Network Providers
Inpatient Care (and maternity care)			
General hospital care (as many days as medically necessary)	\$200 per admission	\$400 per admission	\$400 per admission
Mental hospital or substance abuse facility care	\$200 per admission	\$200 per admission	\$200 per admission
Chronic disease hospital care (as many days as medically necessary)	\$200 per admission	\$200 per admission	\$200 per admission
Rehabilitation hospital care (up to 60 days per calendar year)	Nothing	Nothing	Nothing
Skilled nursing facility care (up to 45 days per calendar year)	Nothing	Nothing	Nothing
Prescription Drug Benefits			
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 for Tier 1 \$20 for Tier 2 \$40 for Tier 3	\$10 for Tier 1 \$20 for Tier 2 \$40 for Tier 3	\$10 for Tier 1 \$20 for Tier 2 \$40 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$20 for Tier 1 \$40 for Tier 2 \$90 for Tier 3	\$20 for Tier 1 \$40 for Tier 2 \$90 for Tier 3	\$20 for Tier 1 \$40 for Tier 2 \$90 for Tier 3

Healthy Blue Programs

At Blue Cross Blue Shield of Massachusetts we offer you a group of programs, discounts and savings, resources, and tools to help you get the most you can from your health care plan. Call us at 1-800-782-3675 to receive information that outlines these special programs.

www.livinghealthybabies.com	No additional charge
A Fitness Benefit toward membership at a health club (see your benefit description for details)	\$150 per year, per individual/family
Reimbursement for a Blue Cross Blue Shield of Massachusetts designated weight loss program	\$150 per year, per individual/family
Living Healthy Vision SM —discounts on eyewear (frames, lenses, supplies, and laser vision correction surgery)	Discount varies
Safe Beginnings—discounts on home safety items	Discount varies
Blue Care Line SM to answer your health care questions 24 hours a day—call 1-888-247-BLUE (2583)	No additional charge
Living Healthy Naturally SM —discounts on different types of complementary and alternative medicine services such as acupuncture, massage therapy, nutritional counseling, personal training, Pilates, tai chi, and yoga	Up to a 30% discount
Visit www.AHealthyMe.com for an around-the-clock healthy approach to fitness, family, and fun	No additional charge

Questions? Call 1-800-782-3675.

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at www.bluecrossma.com. Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail? Go to www.bluecrossma.com/email to sign up.

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MASSACHUSETTS

Medex



Medex 3 Plan 2008

This Medex plan provides benefits for the:

- Medicare Part A Deductible and Co-insurances
- Medicare Part B Deductible and Co-insurance
- OBRA Benefits
- Prescription Drugs



Massachusetts

MILA

Interlocal Insurance Association

Blue Cross Blue Shield of Massachusetts is an Independent
Member of the Blue Cross and Blue Shield Association

Your Medical Benefits

	Medicare Provides	Medex Provides
Inpatient Care		
Hospital care—including surgical services, X-rays and laboratory tests, anesthesia, drugs and medications, and intensive care services	<ul style="list-style-type: none"> • Coverage for days 1–60 per benefit period after \$1,024 inpatient deductible • Coverage for days 61–90 after \$256 daily co-insurance • Coverage for an additional 60 lifetime reserve days after \$512 daily co-insurance 	<ul style="list-style-type: none"> • Full coverage of Medicare deductible and co-insurance • Full coverage of lifetime reserve day co-insurance • Full coverage up to 365 additional hospital days in your lifetime when Medicare benefits are used up*
Physician or other professional provider services	80% of approved charges after \$135 annual Part B deductible	Full coverage of Medicare deductible and co-insurance
Skilled nursing facility—participating with Medicare**	<ul style="list-style-type: none"> • Full coverage for days 1–20 • Coverage for days 21–100 after \$128 daily co-insurance 	<ul style="list-style-type: none"> • Full coverage of Medicare daily co-insurance for days 21–100 • \$10 daily for days 101–365
Skilled nursing facility—not participating with Medicare**	No benefits	\$8 daily for 365 days per benefit period
Outpatient Care		
Office visits, accident treatment, sudden and serious medical emergency treatment, surgery, radiation therapy, X-ray and lab tests, podiatrists' services, hemodialysis, ambulance services, durable medical equipment, and cardiac rehabilitation services	80% of approved charges after \$135 annual Part B deductible	Full coverage of Medicare deductible and co-insurance
Blood glucose monitors and materials to test for the presence of blood sugar	80% of approved charges after \$135 annual Part B deductible for all diabetics	Full coverage of Medicare deductible and co-insurance
Test strips (Claims must be submitted on a Medex Subscriber claim form.)	No benefits	Covered to the same extent as brand-name prescription drugs
Chiropractor services	80% of approved charges after \$135 annual Part B deductible, for manual manipulation of the spine to correct a subluxation demonstrated by an X-ray	Full coverage of Medicare deductible and co-insurance for Medicare-approved charges only
Prescription Drugs		
At a designated retail pharmacy	Medicare does not provide coverage for prescription drugs used outside of the hospital. See your Medicare handbook for certain covered drugs.	After a \$50 calendar-year deductible: <ul style="list-style-type: none"> • Full coverage (generic drugs) • 80% coverage (brand-name drugs)
Through the designated mail-service pharmacy (up to a 90-day supply for each prescription or refill)	No benefits	Full coverage after a: <ul style="list-style-type: none"> • \$2 copayment (generic drugs) • \$15 copayment (brand-name drugs)

* 365 additional days per lifetime are a combination of days in a general or mental hospital.
 ** Combined maximum of 365 days per benefit period in a Medicare participating and non-participating skilled nursing facility.

Your Medical Benefits

Medicare Provides		Medex Provides
Short-term rehabilitation		
Physical therapy, speech-pathology, and occupational therapy		
Outpatient hospital or emergency room	80% of approved charges, after the \$135 annual Part B deductible	Full coverage of Medicare deductible and co-insurance
• Physical therapy and speech-pathology		
Professional provider outpatient (Combined limit \$1,780 per calendar year)	80% of approved charges, after the \$135 annual Part B deductible	Full coverage of Medicare deductible and co-insurance
• Occupational therapy		
Professional provider outpatient (Limit \$1,780 per calendar year)	80% of approved charges, after the \$135 annual Part B deductible	Full coverage of Medicare deductible and co-insurance
Mental Health and Substance Abuse Treatment		
Biologically based mental conditions*		
Inpatient admissions in a general or mental hospital	<ul style="list-style-type: none"> • Coverage for days 1–60 per benefit period after \$1,024 inpatient deductible • Coverage for days 61–90 after \$256 daily co-insurance • Coverage for an additional 60 lifetime reserve days after \$512 daily co-insurance • Coverage for mental hospital admissions is limited to 190 days per lifetime 	<ul style="list-style-type: none"> • Full coverage of Medicare deductible and co-insurance • Full coverage of lifetime reserve day co-insurance • Full coverage up to 365 additional hospital days in your lifetime when Medicare benefits are used up**
Outpatient visits	Full benefits, less the \$135 annual Part B deductible and the Part B co-insurance	<ul style="list-style-type: none"> • When covered by Medicare, full coverage of Part B deductible and co-insurance with no visit maximum • When visits are not covered by Medicare, full coverage with no visit maximum
Non-biologically based mental conditions (Includes drug addiction and alcoholism)		
Inpatient admissions in a general hospital	<ul style="list-style-type: none"> • Coverage for days 1–60 per benefit period after \$1,024 inpatient deductible • Coverage for days 61–90 after \$256 daily co-insurance • Coverage for an additional 60 lifetime reserve days after \$512 daily co-insurance 	<ul style="list-style-type: none"> • Full coverage of Medicare deductible and co-insurance • Full coverage of lifetime reserve day co-insurance • Full coverage up to 365 additional hospital days in your lifetime when Medicare benefits are used up**
Inpatient admissions in a mental hospital	Same coverage as a general hospital, but coverage is limited to 190 days per lifetime	<ul style="list-style-type: none"> • Full coverage of Medicare deductible and co-insurance • Full coverage of lifetime reserve day co-insurance • When Medicare days are used up, full coverage up to 120 days per benefit period (at least 60 days per calendar year), less any days in a mental hospital already covered by Medicare or Medex in that benefit period (or calendar year)
Outpatient visits	Full coverage after the \$135 annual Part B deductible and the Part B co-insurance	<ul style="list-style-type: none"> • When covered by Medicare, full coverage of Part B deductible and co-insurance with no visit maximum • When not covered by Medicare, full coverage up to 24 visits per calendar year

* Treatment for rape-related mental or emotional disorders is covered to the same extent as biologically based conditions.

** The 365 additional days per lifetime are a combination of days in a general or mental hospital.

Preventive Services Approved by Medicare and Medex

- One routine fecal-occult blood test every year for members age 50 or older (Full coverage)
- One routine flexible sigmoidoscopy every four years for members age 50 or older (Full coverage)
- One routine colonoscopy every two years for a member at high-risk for cancer (Full coverage)
- Other routine colorectal cancer screening tests or procedures and changes to tests or procedures according to frequency limits set by Medicare (Full coverage)
- Routine prostate cancer screening for members 50 years or older including one PSA test and one digital rectal exam, per calendar year (Full coverage)
- One routine gynecological exam every two years (Full coverage)
- One routine gynecological exam per calendar year for a member at high risk for cancer (Full coverage when covered by Medicare)
- One baseline mammogram during the five year period a member is age 35–39 and one routine mammogram per calendar year for members age 40 and older (Full coverage)
- One routine Pap smear test per calendar year (Full coverage) (Exam not covered every year, unless covered by Medicare for member at high risk for cancer.)

Important Information

- Blue Cross Blue Shield and Medicare will pay only for services that are medically necessary.
- The Medicare inpatient deductible and co-insurance amounts are subject to change January 1 of each year. The deductibles and co-insurance amounts listed here are for the year 2008.
- Benefits are available immediately upon your effective date.
- You are encouraged to use an Express Scripts pharmacy outside of Massachusetts. These pharmacies will file claims for you as long as you have your ID card with you.

Healthy Blue Programs

At Blue Cross Blue Shield of Massachusetts we offer you Healthy Blue, a group of programs, discounts and savings, resources, and tools to help you get the most you can from your health care plan. Call 1-800-782-3675 to receive our Healthy Blue booklet, which outlines these special programs.

Living Healthy SM Vision—discounts on eyewear (frames, lenses, supplies, and laser vision correction surgery)	Discount varies
Discounts on safety helmets and home safety items	Discount varies
Blue Care SM Line to answer your health care questions 24 hours a day—call 1-888-247-BLUE (2583)	No charge
Living Healthy SM Naturally—discounts on different types of complementary and alternative medicine services such as acupuncture, massage therapy, nutritional counseling, personal training, Pilates, tai chi, and yoga	Up to a 30% discount
Visit www.AHealthyMe.com for an around-the-clock healthy approach to fitness, family, and fun	No charge

Questions?

Call 1-800-782-3675 (TTY) 1-800-522-1254.

The Member Service staff can assist you Monday through Friday, 8 a.m. to 6 p.m.

Medicare Office Telephone Number in Massachusetts: 1-800-MEDICARE (1-800-633-4227)

For more information about Blue Cross Blue Shield of Massachusetts, log on to: www.bluecrossma.com.

Limitations and Exclusions. These pages summarize the benefits of your health care plan. Your plan description and riders define the full terms and conditions. Should any questions arise concerning benefits, the plan description and riders will govern. For a complete list of limitations and exclusions, refer to your plan description and riders. Please Note: Blue Cross and Blue Shield of Massachusetts, Inc. is the administrator of the benefits described in this Summary of Benefits. Blue Cross Blue Shield administers claim payments only and does not assume financial risk for claims.

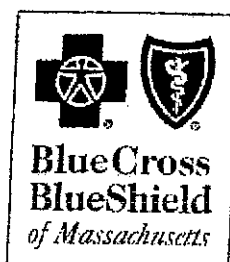




Managed Blue for Seniors

3-Tier Prescription Drug Program

Summary of Benefits



An Independent Licensed agent of
Blue Cross and Blue Shield Association

Your Care

With Managed Blue for Seniors, you have the convenience of selecting a doctor who is close to your home. Your primary care physician attends to all of your health care needs, including hospital services and referrals to specialists.

And we make health care easy. With Managed Blue for Seniors, there are no forms to fill out and no waiting for insurance checks. In most cases, you're covered either in full or with just a \$10 copayment.

When You Travel, You're Covered.

As a member of Managed Blue for Seniors, you'll receive a Blue Cross and Blue Shield ID card. It's one of the most recognized health care cards anywhere. So, if you have a medical emergency away from home, you won't have to worry about an out-of-town hospital not recognizing your coverage. You're covered for an emergency room visit and one medically necessary follow-up visit with a copayment for each. If you're admitted to the hospital, your copayments will be waived, and you'll be covered in full.

Your Medical Benefits

Covered Services	Your Cost
Outpatient Care	
Routine office visits	\$10 per visit
Complete physical examinations	\$10 per visit
Routine gynecological examinations	\$10 per visit
Annual vision examinations	\$10 per visit
Emergency care and testing	\$10 per visit
Cardiac rehabilitation services	\$10 per visit
Chiropractic services	\$10 per visit
Immunizations and injections	No charge
Diagnostic testing	No charge
X-rays and lab tests	No charge
Limited oral surgery	\$10 per visit
(If you visit a specialist, you will need a referral from your primary care physician in order to receive full benefits. Otherwise your coverage will be limited to Medicare benefits only.)	
Inpatient Care	
Semiprivate room and board	No charge
Physician care	No charge
Surgical services	No charge
Medications	No charge
Emergency Room Services (Within the Service Area)	
Emergency room services for an unforeseen illness or injury (Copayment is waived if you are admitted to hospital.)	\$50 per visit
Emergency Room Services (Outside the Service Area)	
Emergency room services for an unforeseen illness or injury One medically necessary follow-up visit is also available (copayment applies). (You must notify the Plan within 48 hours; copayment is waived if you are admitted to hospital.)	\$50 per visit

Your Medical Benefits (continued)

Mental Health and Substance Abuse	
Biologically Based Mental Conditions* <ul style="list-style-type: none"> Inpatient admissions in a network General or Mental Hospital Outpatient visits (No limit) 	Nothing \$10 copayment per visit
Non-Biologically Based Mental Conditions (includes drug addiction and alcoholism) <ul style="list-style-type: none"> Inpatient admissions in a network General Hospital Inpatient admissions in a network Mental Hospital or Substance Abuse Facility (after Medicare days end, up to 60 days per calendar year) Outpatient visits covered by Medicare and up to 24 visits per calendar year 	Nothing Nothing \$10 copayment per visit
Alcoholism Treatment <ul style="list-style-type: none"> Inpatient admissions in a network General Hospital Inpatient admissions in a network Substance Abuse Facility (after Medicare days end, up to 30 days per calendar year) Outpatient visits covered by Medicare and up to 8 visits per calendar year (\$500 minimum value) when not covered by Medicare 	Nothing Nothing \$10 copayment per visit
Prescription Drug Program†	
Retail Prescription Drugs <ul style="list-style-type: none"> Tier 1 drugs (up to a 60-day supply) Tier 2 drugs (up to a 60-day supply) Tier 3 drugs (up to a 60-day supply) 	25% co-insurance 50% co-insurance 75% co-insurance
Mail Service Prescription Drugs <ul style="list-style-type: none"> Tier 1 drugs (up to a 90-day supply) Tier 2 drugs (up to a 90-day supply) Tier 3 drugs (up to a 90-day supply) 	\$5 copayment \$30 copayment \$50 copayment
Additional Benefits	
Medicare-approved ambulance service when medically necessary per one-way transport (copayment waived for emergency transport)	\$40 copayment
Skilled nursing facility (100 days per benefit period)	No charge
Rehabilitation hospital (365 days in a lifetime, after Medicare days end)	No charge
Medicare-approved home health care as requested by a Managed Blue for Seniors physician	No charge
Medicare-approved outpatient physical, speech/language pathology, and occupational therapy (hospital setting)	\$10 per visit
Medicare-approved outpatient physical and speech/language pathology (professional providers) (benefits are provided up to a combined calendar year maximum of \$1,740)	\$10 per visit
Medicare-approved outpatient occupational therapy (professional providers) (benefits are provided up to a calendar year maximum of \$1,740)	\$10 per visit
Medicare-approved durable medical equipment	\$10 per item

* You must call 1-800-524-4010 for referrals.

† Prescriptions must be filled through participating pharmacies or participating mail service providers.

Exclusions

Services not covered include cosmetic surgery, custodial care, experimental procedures, pain clinics, personal comfort items and services, and most dental care, unless otherwise outlined.

Healthy Blue Programs

At Blue Cross Blue Shield of Massachusetts we offer you Healthy Blue, a group of programs, discounts and savings, resources, and tools to help you get the most you can from your health care plan. Call us at 1-800-782-3675 to receive our *Healthy Blue* booklet, which outlines these special programs.

A Fitness Benefit toward membership at a health club (see your subscriber certificate for details)	You receive \$150 per year
Reimbursement for a Blue Cross Blue Shield of Massachusetts designated weight loss program	You receive \$150 per year
Living Healthy® Vision—discounts on eyewear (frames, lenses, supplies, and laser vision correction surgery)	Discount varies
Discounts on safety helmets and home safety items	Discount varies
Blue Care® Line to answer your health care questions 24 hours a day— call 1-888-247-BLUE (2583)	No charge
Living Healthy® Naturally—discounts on different types of complementary and alternative medicine services such as acupuncture, massage therapy, nutritional counseling, personal training, Pilates, tai chi, and yoga	Up to a 30% discount
Visit www.AHealthyMe.com for an around-the-clock healthy approach to fitness, family, and fun	No charge

More Questions? Just Call Us.

If you have additional questions, please call Member Service at 1-800-782-3675.

For more information about Blue Cross Blue Shield, log on:
www.bluecrossma.com.

Note: This summary highlights some of the benefits available under your Managed Blue for Seniors plan. For a more detailed description of benefits, refer to your Benefit Description. Please Note: Blue Cross and Blue Shield of Massachusetts, Inc. is the administrator of the benefits described in this Summary of Benefits. Blue Cross Blue Shield administers claim payments only and does not assume financial risk for claims.

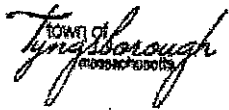
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Rosemary Cashman <rcashman@tyngsboroughma.gov>

RE: health insurance opt out program

1 message

Darren Klein <DKlein@k-plaw.com>

Tue, Dec 22, 2009 at 1:18 PM

To: Rosemary Cashman <rcashman@tyngsboroughma.gov>

Rosemary,

You have requested an opinion on whether or not the School Committee could offer a benefit to employees who opt out of the Town's health insurance program. As long as the benefit is funded through the School Committee's own budget rather than the Town's health insurance line item, there is nothing prohibiting the School Committee from offering such a program. However, since decisions on actual health insurance plans and benefits clearly fall under the exclusive authority of the Board of Selectmen under G.L. c. 32B, it is clearly advisable that any such program be offered in coordination with the Board of Selectmen's strategy for upcoming negotiations especially as it relates to potential health insurance changes. Since all Town and School employees will be offered the same health insurance plans and benefits, clearly any "opt out" plan agreed to by the School employees will be expected by the Town employees, as well. As result, it is very important that the Board of Selectmen and the School Committee agree on the provisions of any proposed "opt out" plan and that said benefit be negotiated in a coordinated manner with all of the unions. Finally, it would be an optimal strategy, in my opinion, that such an "opt-out" benefit be offered as part of a larger health insurance plan-design and/or contribution rate proposal.

Please call me if you have any further questions. Thank you.

Very truly yours,

Darren R. Klein, Esq.
Kopelman and Paige, P.C.
101 Arch Street
12th Floor
Boston, MA 02110
Phone: 617 556-0007
Fax: 617 654-1735
Cell: 617 257-9576
E-mail: dklein@k-plaw.com

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MINUTEMAN NASHOBA HEALTH GROUP

Town of Tyngsborough

Presented by -

Carol G. Cormier, MHA, LIA
Vice President
Group Benefits Strategies

March 16, 2011

MINUTEMAN NASHOBA HEALTH GROUP

- o A Mass. municipal joint purchase group organized under MGL Ch. 32B, Section 12
- o Operational since December 1990
- o Governed by its participating employers through a Board and a Steering Committee
- o 17 participating governmental units plus one affiliated member -
 - Town of Ayer
 - Town of Bolton
 - Town of Boxborough
 - Town of Carlisle
 - Town of Clinton
 - Town of Concord
 - Concord Carlisle Reg. School District
 - North Middlesex Regional School District
 - Narragansett Regional School District *with Town of Phillipston*
 - Town of Groton
 - Town of Harvard
 - Town of Lancaster
 - Town of Pepperell
 - Town of Stow
 - Town of Tyngsborough
 - Lincoln Sudbury Reg. School District
 - C.A.S.E. Collaborative
- o 4,169 health plan contracts (employee/retiree) as of 3/2011
- o 8,354 covered members (employee/retiree plus dependents) as of 3/2011
- o FY11 projected health and Rx claims expense for self-funded plans: ~\$44 million
- o MNHG employers pool risk, and MNHG self-funds health plans with reinsurance protection for high cost claims
 - Claims administrators: Harvard Pilgrim Health Care, Tufts Health Plan, and Fallon Health & Life Assurance Co.
- o Centralized benefits administration, COBRA administration, claims auditing, and consulting services through Group Benefits Strategies (GBS) based in Auburn, MA.
- o Website for employers, employees, and retirees: www.minuteman-nashoba.org
- o Professional management of trust fund assets
- o Annual independent financial audit
- o Alternative prescription drug purchasing program and *myMedicationAdvisor*®

PROFILE OF MINUTEMAN NASHOBA HEALTH GROUP

October 2010

The Minuteman Nashoba Health Group (MNHG) is a municipal joint purchase group organized under Mass. General Laws Chapter 32B, §12. The MNHG was organized in 1990 for the joint negotiation and purchase of health benefits for employees, retirees, and their families.

The MNHG's joint purchase agreement has been signed by seventeen (17) participating governmental employers (Participating Governmental Units) located in northern Middlesex County and northern Worcester County, Massachusetts.

The 17 Participating Governmental Units (with zip codes) of the MNHG are -

Town of Ayer (01432),	Town of Bolton (01740),
Town of Boxborough (01719),	Town of Carlisle (01741),
Town of Concord (01742),	Town of Groton (01450),
Town of Harvard (01451),	Town of Lancaster (01523),
Town of Pepperell (01463),	Town of Stow (01775),
Town of Tyngsborough (01879),	Concord Carlisle Reg. School District (01742),
C.A.S.E. Collaborative (01742),	Lincoln Sudbury Reg. School District (01776),
Town of Clinton (01510)	North Middlesex Reg. School District "NMRSD" (01469)

Narragansett Reg. School District (01436) with Town of Phillipston (01331)

Each Participating Governmental Unit has signed a Joint Purchase Agreement which is a legal document defining terms of participation and the operating by-laws of the MNHG. The by-laws encourage long-term commitment to participation in the MNHG. A Governmental Unit may not apply for re-admission to the MNHG for two years after withdrawing from the group.

The MNHG is governed through a Board made up of a representative of each Participating Governmental Unit. Board members are appointed by the appropriate public authority in their town, or district. A Chair and Vice-Chair are elected by the Board. The Board appoints committees. The Board meets regularly throughout the year, usually bi-monthly. A Steering Committee meets more frequently throughout the year.

The MNHG has an appointed part-time professional Treasurer. The Treasurer collects premiums, pays bills, and maintains accounts.

An independent professional financial audit is performed annually. Audit reports prepared by Thevenin, Lynch, Bienvenue, LLP are available upon request.

The MNHG has engaged the professional services of a benefits management firm, Group Benefits Strategies (GBS), which assists in the operations of the Group and centralizes many functions including enrollments and billing for health plans. GBS also monitors claims and performs centralized COBRA administration.

The anniversary date of the group's health plans is June 1st of each year for active employee plans and the anniversary date for the Medicare Complement Plan (MCP) is January 1st.

**Advantages of Joint Purchasing Health Benefits
through the**

Minuteman Nashoba Health Group

► **Gives small and mid-size governmental employers the health benefits purchasing advantages of a large employer:**

- volume pricing reduces cost margins and administrative expenses,
- large risk pool enhances rate stability and predictability,
- employees and retirees can choose from among multiple health plan options
- high service level from health plans

► **Decisions are made by the members of the Joint Purchase Group**

- each MNHG participating governmental unit gets a voice and a vote on decisions about health benefits,

► **Administrative Ease**

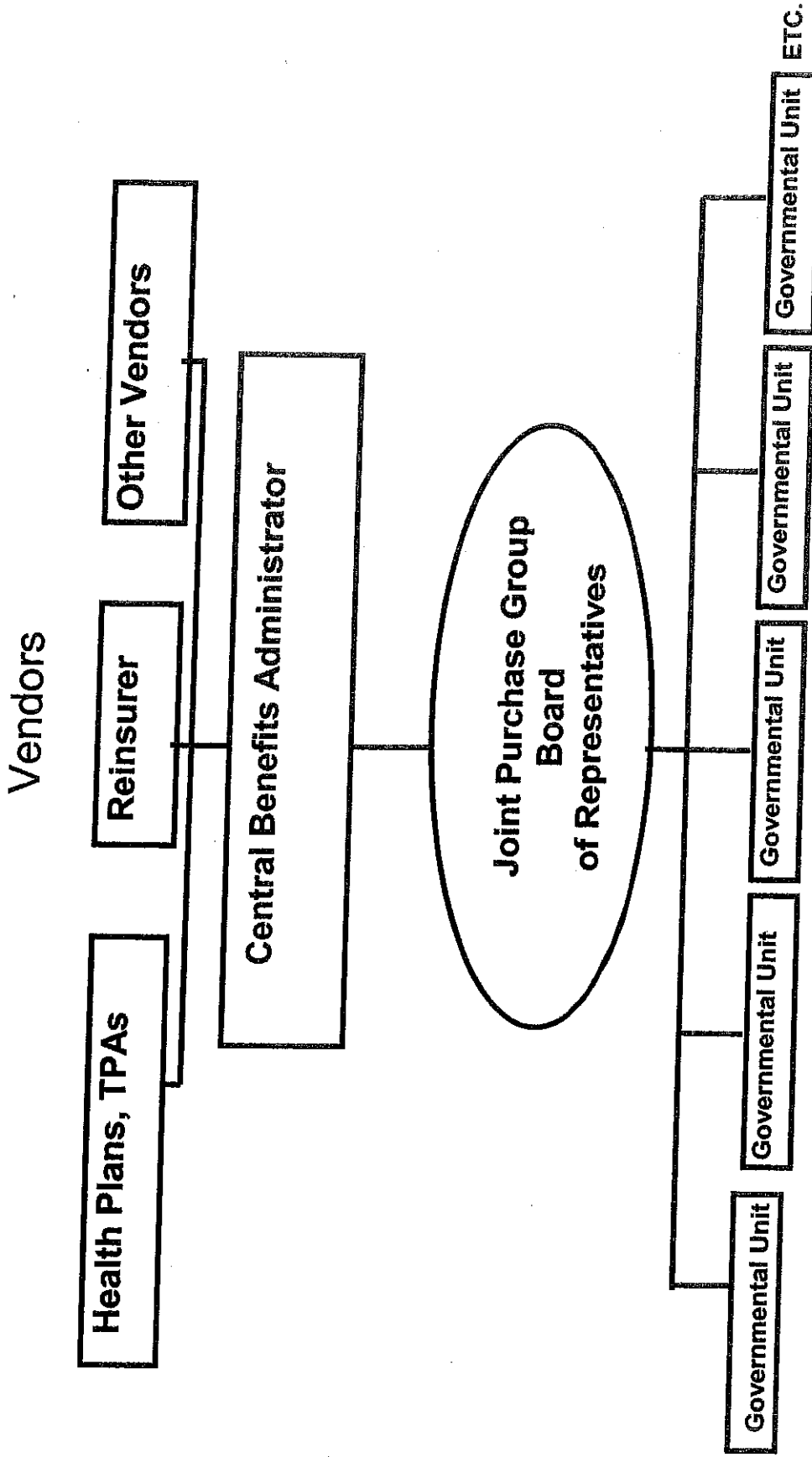
Central benefits administrator, GBS, reduces administration burden for participating employers,

- Participating employers deal with GBS for all transactions and questions for all health plans,
- Employers receive one consolidated monthly bill for multiple health plans and carriers and make one monthly payment to the MNHG,
- COBRA administration provided by GBS

► **MNHG structure and meetings encourage idea exchange/problem solving and increase opportunities for innovation**

Mass. Municipal Joint Purchase Group

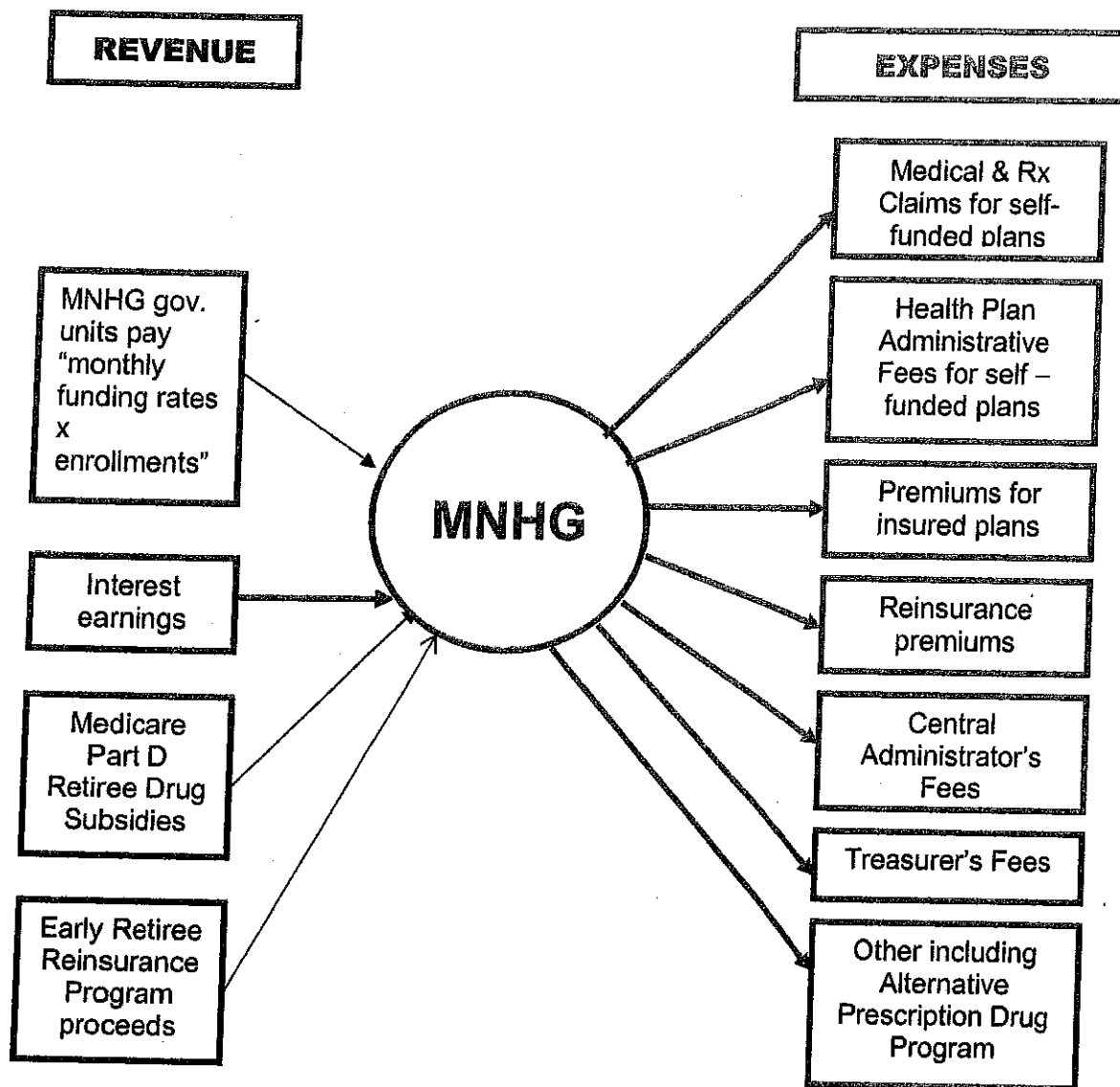
Operational Model



* **Central Benefits Administrator Functions:** Enrollment Processing to Vendors, Trust Fund Billing to Govt. Units, Processing Invoices, Liaison with Treasurer, Consulting, Underwriting, Reporting, Claims Auditing & Recovery, Administrative Support to Board & Committees, Communications, COBRA Administration

MINUTEMAN NASHOBA HEALTH GROUP

A Mass. Municipal Joint Purchase Group



- Hybrid financial arrangement provides the best features of insuring and self-funding: Member employers pay fixed funding rates to the MNHG (predictable monthly costs) and MNHG pays expenses (lowest cost arrangement over time).
- Pooled risk arrangement: all employers have same rates regardless of actual claims experience. Exceptions may be made in case of new member employers if risk of new member's covered population is significantly different from that of the MNHG aggregate risk experience.

Group Benefits Strategies Services
provided to
Minuteman Nashoba Health Group

Central Benefits Administration

- Enrollment processing for participating employers
- Maintenance of master enrollment data base for all health & dental plans
- Transmission of enrollment data to health & dental plans
- Monthly billing to governmental employers (consolidated bill for all plans)
- Review and processing invoices from vendors
- Preparation of trust fund bills (on a warrant) for group's treasurer
- Liaison with group treasurer
- Preparation and provision of data to group's independent auditor

Claims Auditing

- Monthly claims audits from claims data on tape or diskette
- Recovery - submission of disputed claims and COB to claims administrator(s)

Consulting and Administrative Support to the Board and Committees

General consulting services:

- preparation of requests for proposals,
- plan evaluation,
- benefit design analysis
- underwriting
- renewal evaluation
- premium and fee negotiations
- contract writing and negotiation incl. establishing performance goals
- legislative information, updates, and advice on compliance
- prepare and present briefing papers
- assistance with Summary Plan Description writing
- review and evaluate health plan reports

Administrative support:

- Staff all meetings
- Preparation of agendas
- Preparation of meeting minutes
- Communications – prepare and respond to correspondence
- Distribution of materials to member employers
- Maintenance of group records

Reporting:

- Annual cash flow projection
- Annual Report of activity
- Monthly reporting – budget report, balance sheets, stop loss reports
- Ad hoc reporting as needed

COBRA Administration:

- Provide all services required by COBRA

Medicare Retiree Drug Subsidy (RDS) est. in 2006

- RDS Account Management services

Early Retiree Reinsurance Program (ERRP) est. in 2011
ERRP Account Management services

Other:

- Organize conduct informational meetings for benefits administrators
- Assist with wellness programs
- Conduct workshops and seminars
- Meet with employee committees as requested

MINUTEMAN NASHOBA HEALTH GROUP

APPROVED RATES FOR FY12*

FY11 RATES

HEALTH PLANS

Self-funded Plans

	LEGACY PLANS	
	Individual	Family
TUFTS EPO	\$ 711.00	\$ 1,933.00
TUFTS POS	\$ 1,596.00	\$ 4,210.00
HPHC EPO	\$ 721.00	\$ 1,874.00
HPHC PPO	\$ 1,343.00	\$ 3,547.00
FALLON SELECT	\$ 628.00	\$ 1,675.00
FALLON DIRECT	\$ 593.00	\$ 1,589.00

RATE SAVER PLANS	
Individual	Family
\$ 603.00	\$ 1,643.00
N/A	N/A
\$ 613.00	\$ 1,594.00
N/A	N/A
\$ 533.00	\$ 1,424.00
\$ 594.00	\$ 1,351.00

LEGACY PLANS	
Individual	Family
\$ 621.00	\$ 1,688.00
\$ 1,272.00	\$ 3,355.00
\$ 630.00	\$ 1,637.00
\$ 1,173.00	\$ 3,098.00
\$ 548.00	\$ 1,463.00
\$ 518.00	\$ 1,388.00

RATE SAVER PLANS	
Individual	Family
\$ 527.00	\$ 1,435.00
N/A	N/A
\$ 535.00	\$ 1,392.00
N/A	N/A
\$ 465.00	\$ 1,244.00
\$ 440.00	\$ 1,180.00

* Effective 6/1/11

MINUTEMAN NASHOBA HEALTH GROUP

ENROLLMENTS ON MARCH 15, 2011

Active Employee Plans:

Plan	Contracts		
	Single	Family	Total
Fallon SelectCare	181	296	477
Fallon DirectCare	28	14	42
HPHC EPO	367	453	820
Tufts EPO	458	581	1039
HPHC PPO	9	4	13
Tufts POS	10	0	10
Totals	1,053	1,348	2,401

Plans for Retirees with Medicare Parts A & B:

Plan	Single
Medicare Complement Plan (MCP)	315
Fallon Senior Plan	65
Tufts Medicare Complement (TMC)	398
Tufts Medicare Preferred HMO	276
Totals	1,054

0.44661

RATE SAVER PLANS		
Plan	Single	Family
Fallon SelectCare Rate Saver	64	93
Fallon DirectCare Rate Saver	12	10
HPHC EPO Rate Saver	92	171
Tufts Rate Saver*	85	194
Totals	253	468
*Tiered Network Plans		
		721

MNHG		
Total Contracts: All Plans	Single	Family
	2,360	468
		4,176

Senior Plan enrollments represent 25.2% of total enrollments and 44.7% of Single Contract enrollments

TOWN OF TYNGSBOROUGH
ENROLLMENTS ON MARCH 15, 2011

Active Employee Plans:

Plan	Contracts		
	Single	Family	Total
Fallon SelectCare	6	16	22
Fallon DirectCare	0	0	0
HPHC EPO	45	80	125
Tufts EPO	55	95	150
HPHC PPO	1	0	1
Tufts POS	1	0	1
Totals	108	191	299

Plan	Contracts		
	Single	Family	Total
Fallon SelectCare Rate Saver	1	0	1
Fallon DirectCare Rate Saver	0	0	0
HPHC EPO Rate Saver	0	0	0
Tufts EPO Rate Saver*	0	1	1
Totals	1	1	2

*Tiered Network Plans

Plans for Retirees with Medicare Parts A & B:

Plan	Single
Medicare Complement Plan (MCP)	19
Fallon Senior Plan	1
Tufts Medicare Complement (TMC)	13
Tufts Medicare Preferred HMO	31
Totals	64

TYNGSBOROUGH - MNHG			
Total Contracts: All Plans	Single	Family	Total
	173	192	365

Senior Plan enrollments represent 17.5% of total enrollments and 58.5% of Single Contract enrollments

MINUTEMAN NASHOBA HEALTH GROUP

APPROVED RATES FOR FY12*

FY11 RATES

<u>HEALTH PLANS</u>	<u>LEGACY PLANS</u>		<u>RATE SAVER PLANS</u>		<u>LEGACY PLANS</u>		<u>RATE SAVER PLANS</u>	
	<i>Individual</i>	<i>Family</i>	<i>Individual</i>	<i>Family</i>	<i>Individual</i>	<i>Family</i>	<i>Individual</i>	<i>Family</i>
<i>Self-funded Plans</i>								
TUFTS EPO	\$ 711.00	\$ 1,933.00	\$ 603.00	\$ 1,643.00	\$ 621.00	\$ 1,688.00	\$ 527.00	\$ 1,435.00
TUFTS POS	\$ 1,596.00	\$ 4,210.00	N/A	N/A	\$ 1,272.00	\$ 3,355.00	N/A	N/A
HPHC EPO	\$ 721.00	\$ 1,874.00	\$ 613.00	\$ 1,594.00	\$ 630.00	\$ 1,637.00	\$ 535.00	\$ 1,392.00
HPHC PPO	\$ 1,343.00	\$ 3,547.00	N/A	N/A	\$ 1,173.00	\$ 3,098.00	N/A	N/A
FALLON SELECT	\$ 628.00	\$ 1,675.00	\$ 533.00	\$ 1,424.00	\$ 548.00	\$ 1,463.00	\$ 465.00	\$ 1,244.00
FALLON DIRECT	\$ 593.00	\$ 1,589.00	\$ 504.00	\$ 1,351.00	\$ 518.00	\$ 1,388.00	\$ 440.00	\$ 1,180.00

* Effective 6/1/11

FY09 Benefit Differences between current EPO (HMO) plans and Rate-Saver EPO plans

Plan Feature	Harvard Pilgrim EPO	Harvard Pilgrim EPO Rate-Saver	Fallon SelectCare & DirectCare EPOs	Fallon SelectCare & DirectCare EPO Rate-Saver
Front-end Deductible	None	None	None	None
Out of Pocket Max.	None	None	None	None
Office Visit (O.V.) copay	\$10	\$20	\$5	\$20
O.V. Specialist copay	\$10	\$40	\$5	\$40
ER copay	\$50	\$100	\$25	\$100
Inpatient Copay	None	\$250	None	\$250 (out-of-pocket maximum: 4 co-pays/year)
Same Day Surgery copay	None	\$125	None	\$125
Diagnostic Imaging copay	None	None	None	None
Rx - Retail (30 day supply)	\$5/\$10/\$25	\$10/\$25/\$45	\$5/\$15/\$35	\$10/\$25/\$45
Mail Order (90 day supply)	\$10/\$20/\$75	\$20/\$50/\$135	\$10/\$30/\$105	\$20/\$50/\$135
Chiropractic	No coverage	No coverage	20 visit maximum/year	20 visit maximum/year

Plan Feature	Tufts EPO	Tufts Rate Saver EPO
Front-end Deductible	None	None
Out of Pocket Max.	None	None
PCP Office Visit copay	\$10	\$20
Specialist Office Visit copay	\$10	\$40
ER copay	\$50	\$100
Inpatient Copay	None	\$250
Day Surgery copay	None	\$250
Rx - Retail (30 day supply)	\$5/\$10/\$25	\$10/\$25/\$45
Mail Order (90 day supply)	\$10/\$20/\$50	\$20/\$50/\$90
Chiropractic	No coverage	No coverage

MINUTEMAN NASHOBAN HEALTH GROUP BENEFIT COMPARISON EFFECTIVE JUNE 1, 2011

Red font indicates plan changes

BENEFIT	RGHP SELECTCARE & DIRECTCARE - EPO	SELECTCARE & DIRECTCARE - EPO RATE SAVER	HARVARD PILGRIM HEALTHCARE EPO	HARVARD PILGRIM HEALTHCARE EPO RATE SAVER	TUFTS EPO	TUFTS EPO RATE SAVER	TUFTS POS
Deductible	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Deductible: \$200/ member /calendar year, not to exceed \$400 per family
Out-of-Pocket maximum on Unauthorized (non-network) services.	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Out-of-pocket max. (includes coinsurance and deductible): \$2,200/member/calendar year, not to exceed \$4,400 per family
Providers of Service	SELECTCARE - An expansive network that includes physician practices, community- based hospitals and medical facilities across the Commonwealth. The network encompasses more than 17,000 providers and 50 hospitals. DIRECTCARE - A tailored network custom-built around several of the Commonwealth's premier provider groups and community-based hospitals.	SELECTCARE - An expansive network that includes physician practices, community- based hospitals and medical facilities across the Commonwealth. The network encompasses more than 17,000 providers and 50 hospitals. DIRECTCARE - A tailored network custom-built around several of the Commonwealth's premier provider groups and community-based hospitals.	HARVARD PILGRIM providers except in emergencies	HARVARD PILGRIM providers except in emergencies	TUFTS HEALTH PLAN providers except in emergencies	TUFTS HEALTH PLAN providers except in emergencies	TUFTS HEALTH PLAN providers except in emergencies
OUTPATIENT -							
Routine Physicals	\$5 co-pay	\$0 co-pay - effective June 1, 2010 \$0 co-pay - Routine GYN Exam	\$10 co-pay	\$0 co-pay - effective June 1, 2010 \$0 co-pay - Routine GYN Exam	\$10 co-pay	\$0 co-pay - effective June 1, 2010 \$0 co-pay - Routine GYN Exam	Authorized: \$10 co- pay Unauthorized: Covered at 80% after applicable deductible
Diagnostic Doctor Visit, Mental Health, Substance Abuse Care	\$5 co-pay	\$20 co-pay	\$10 co-pay	\$20 co-pay	\$10 co-pay	\$20 co-pay	Authorized: \$10 co-pay Unauthorized: 80% coverage after deductible

MINUTEMAN NASHOBA HEALTH GROUP

Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage as Amended on October 4, 2000

Article 1. Authority and Purpose

This Agreement is entered into in accordance with Massachusetts G.L. Chapter 32B, Sections 3, 3A, and 12, to enable the governmental units executing this Agreement as indicated in Article 16 hereof, and any additional governmental units accepted for participation in accordance with Articles 2 and 11 hereof, hereinafter referred to as the "Participating Governmental Units," to join together in negotiating and purchasing policies authorized under M.G.L. Chapter 32B, Section 3 including health and life insurance, Health Maintenance Organization coverage as authorized by M.G. L. Ch.32B, Section 16, and Administrative Services Only coverage as authorized by M.G. L. Chapter 32B, Section 3A, which may include Preferred Provider Arrangements or other methods of self-funding employee health and life coverage as may be allowed by law. The purpose of this Agreement is to secure the economies of scale and other benefits derived through joint negotiations and purchase as authorized by M.G.L. Chapter 32B, Section 12.

Article 2. Participants

The Participating Governmental Units in this Agreement are the signatories to this Agreement on each page of Article 16. It is understood and agreed that additional governmental participants may be added pursuant to Article 11.

Article 3. Term of Agreement and Participation

This Agreement shall take effect on January 31, 1990 or on the date that three or more governmental units execute the signature-acceptance of the terms of this Agreement as provided in Articles 2 and 16 of this Agreement, whichever occurs later. This agreement shall continue in full force and effect for an indefinite period, subject to amendment as agreed upon in accordance with the terms of Article 11 of this Agreement, so long as three or more governmental units elect to continue participation.

It is understood and agreed that any Participating Governmental Unit may withdraw participation at its discretion. A governmental unit that elects to terminate participation in this Agreement must notify the Minuteman Nashoba Health Group Board (the "Board") of such intent to withdraw, sixty (60) days prior to the end of the fiscal year, to be effective at the end of the fiscal year.

Notwithstanding any other provisions of this Agreement, each governmental unit maintains its autonomy and responsibility for collective bargaining.

It is also understood and agreed that any Participating Governmental Unit which is sixty (60) days in arrears for the payments due under Article 4 or Article 9 in this Agreement may at the Board's discretion be terminated from participation in this Agreement and from coverage under any health insurance or other health contracts purchased by the Board. Such termination shall not

affect the liability of the governmental unit for all monies due under this Agreement. The Board may, by a majority vote of the Board, take other appropriate action in lieu of termination, to correct payment delinquency.

Article 4. Administration

Administrative authority shall be vested in the Board. The Appropriate Public Authority, as defined in M.G.L. Ch. 32B, Section 2(a), of each Participating Governmental Unit shall appoint one Member of the Board, who shall each have one vote, and one alternate representative who shall assume all of the responsibilities of the Member in the event of the Member's absence from a meeting of the Board. Said appointments shall be made within thirty (30) days following the execution of this Agreement by the Participating Governmental Unit. The Board Member of each governmental unit shall serve until replaced by the Appropriate Public Authority of the Participating Governmental Unit. It is understood and agreed that the Board Members may rely on the authority of each Board Member to represent the respective Participating Governmental Units, and any vote of any individual Board Member or their alternate representative shall be deemed to be binding upon the Participating Governmental Unit represented by such Board Member or alternate representative. If both the primary Member and alternate representative of a Participating Governmental Unit are absent from three (3) consecutive meetings of the Board, Steering Committee, or Finance Committee, the Chairperson of the Board shall notify the respective Participating Governmental Unit's Appropriate Public Authority.

It is understood and agreed that the Board shall have full discretion to elect from its membership a Chairman and any other officers that it deems appropriate and may elect to establish any subcommittee for whatever purpose it deems appropriate and consistent with the terms of this Agreement.

A. Steering Committee

It is further understood and agreed that the Board may elect from its membership (both primary and alternate members) a Steering Committee of five (5), seven (7) or nine (9) persons, each representing different Participating Governmental Units, and each having one vote, hereinafter referred to as the Steering Committee. The Steering Committee members shall serve for a term of one year or until removed by the Board, provided that they remain members of the Board. Steering Committee members may be elected for succeeding terms. In the event that a Steering committee member is removed from the Board by the Appropriate Public Authority of the Participating Governmental Unit, the Board may elect a replacement. The Steering Committee shall have whatever authority is granted to it by the Board, including the establishment of advisory sub-committees. Such authority may include the authority to negotiate and contract, subject to final approval by the Board, with health insurance carriers or other health coverage providers, consultants, and any other individuals or organizations deemed to be appropriate by the Steering Committee on behalf of and for the benefit of the Board and each member's respective Participating Governmental Unit concerning the subject of this Agreement.

The Steering Committee may be empowered to (1) review annual rate renewals, (2) negotiate health coverage renewal contracts, (3) negotiate funding and other financial arrangements, including adoption of an Administrative Services Only financial arrangement on behalf of each Participating Governmental Unit, as authorized by M.G. L. Chapter 32B, Section 3A, and determine level of coverage, and (4) undertake any other matter authorized

by M.G.L. 32B which is not specifically reserved to each respective Participating Governmental Unit participant, subject to final approval by the Board. The Board, either directly or acting through its Steering Committee, may establish a central administrative office and employ such personnel or contract for such administrative services as may be necessary to carry out the provisions of M.G.L. Chapter 32B and this Agreement. The Steering Committee shall elect a Chairperson.

It is understood and agreed that where the Board, or the Steering Committee acting on behalf of and with the authorization of the Board, enters into Agreements to secure the services of a central administrative office, a consultant, or administrative personnel, including related expenses and other charges, payment for such services shall be allocated to be paid by the Participating Governmental Units in proportion to the number of the Participating Governmental Unit's employees and retirees covered by the contracts negotiated and purchased under the authority of this Agreement.

B. Finance Committee

In addition, the Board may elect from its membership (both primary and alternate members) a finance committee of three persons representing three different Participating Governmental Units, hereinafter referred to as the "Finance Committee". The Finance Committee members shall serve for a term of one year or until removed by the Board, provided that they remain members of the Board. Finance Committee members may be elected for succeeding terms. In the event that a Finance Committee member is removed from the Board by the Appropriate Public Authority of the Participating Governmental Unit, the Board may elect a replacement. The Finance Committee shall have authority to select one or more banks for the deposit of premiums, capitation charges, and other payments required to administer this agreement. The Finance Committee shall also be authorized to invest funds administered by the Board and recommend to the Board and the participating Governmental Units the amounts to be allocated to claims trust funds and other funds and accounts relating directly or indirectly to this Agreement. The Finance Committee shall have such additional authority as may be granted to it by the Board. The Finance Committee shall elect a Chairperson.

Article 5. Quorum

The Board shall adopt a schedule of meeting dates and times for the conduct of ordinary business and shall establish a reasonable procedure for notice to the members of the Board and Appropriate Public Authorities concerning special meetings. The Steering Committee and the Finance Committee shall, in a like manner, establish a procedure for adequate notice to each member for all meetings to be conducted. A quorum of the Board, the Steering Committee, and the Finance Committee following issuance of the required notice shall consist of not less than half of the members of the Board with reference to Board meetings and not less than half of the members of the Steering Committee with reference to the Steering Committee, and not less than half of the members of the Finance Committee with reference to the Finance Committee. A majority of the members in attendance at a duly call meeting at which a quorum is present shall be deemed to be a vote of the Board, the Finance Committee and the Steering Committee respectively, except where a two-thirds vote is required by this Agreement. In the event of a tie vote, the vote shall be deemed to be a negative vote.

The Board and all Committees are subject to the requirements of M.G.L. Chapter 39, Section 23A and B (Open Meeting Law).

Article 6. Organization and Chairperson

The Board, the Steering Committee, and the Finance Committee shall each elect from their respective memberships, by majority vote of the members in attendance at a duly called meeting at which a quorum is present, a Chairperson and a Vice Chairperson to act in the absence of the Chairperson, who shall serve for terms of twelve (12) months, unless replaced prior to termination of such twelve-month period by a vote of respective majorities of the Board, Steering Committee, and Finance Committee members in attendance at a duly called meeting at which a quorum is present. It is understood and agreed that the Chairperson may be elected for succeeding twelve-month terms at the discretion of the Board, the Steering Committee and the Finance Committee, respectively.

The elected Chairperson of the Board may be a candidate for election as Chairperson of the Steering committee if he or she is a member of the Steering Committee, and may be a candidate for election as Chairperson of the Finance Committee if he or she is a member of the Finance Committee. No person, however, shall serve simultaneously as Chairperson of both the Finance Committee and the Steering Committee.

It shall be the duty of the respective chairpersons to call meetings of the Board and the Committees, including designation of the date, place, and time of such meetings, and to perform other duties and functions as delegated by the Board and Committees respectively.

The Board and the Committees of the Board may elect any other officers and committee chairpersons for their respective bodies whom the Board and the Committees respectively deem appropriate, by vote of a majority of members in attendance at a duly called meeting at which a quorum is present. The term of office of any such additional officers or chairpersons shall be determined at the discretion of the Board or Committees respectively.

Article 7. Communication

It shall be the duty of each member of the Board, and in the primary member's absence, the duty of the alternate member, to communicate all matters relating to the action of the Board to the member's respective Participating Governmental Unit's Appropriate Public Authority. Copies of the minutes of the Board, Finance Committee meetings, and Steering Committee meetings shall be sent to each Participating Governmental Unit's Appropriate Public Authority and Town or District Clerk. In the event that both the primary and alternate members representing a Participating Governmental Unit are absent, it is the duty of the Chairperson, acting directly or through the central administrative office or other designee of the Chairperson, to communicate in writing and in a timely manner to the absent Board member's respective Participating Governmental Unit's Appropriate Public Authority and Town or District Clerk any action taken by the Board.

The Chairperson, acting directly or through the central administrative office, shall provide minutes of the Board meetings to all members and to each Appropriate Public Authority. It shall be the duty of the Chairperson of each Committee of the Board to report to the Board through the Chairperson of the Board all actions taken by the Committee. In addition, it shall be the duty of each Committee to report to the Board membership at a duly called meeting of the Board, the actions of the Committee.

Article 8. Calculation of Health Insurance Premiums, Health Maintenance Organization and Administrative Services Only Charges, including Preferred Provider Arrangement Charges

The Board, either directly or through the Steering Committee, shall determine the monthly rates payable by each Participating Governmental Unit with the Advice and recommendations of the consultant/administrator.

The payment calculated by the Board shall be an amount determined to be 100% of the cost of the coverage (including, but not limited to, anticipated incurred claims, retention, risk and trust administration expenses) of the Participating Governmental Unit as established through underwriting and/or actuarial estimates.

It is understood and agreed that notwithstanding the individual experience rating of each Participating Governmental Unit in determining the payment calculation, all refunds (surplus) and deficits shall be dealt with on a proportional and collective basis. In the case of a certified surplus, the Board will determine whether the excess funds will remain in the Board's trust fund for the purpose of reducing the participants' future premium cost or be distributed to the Participating Governmental Units in proportion to the number of Participating Governmental Unit's employees and retirees covered under the contract(s) purchased under the authority of this Agreement at the time surplus was incurred. In the case of a certified deficit, additional revenue will be raised and paid by the Participating Governmental Units in proportion to the number of the Participating Governmental Unit's employees and retirees covered under the contracts purchased under the authority of this Agreement at the time the deficit was incurred.

If the Board determines that it will deal with a certified surplus (deficit) through reducing (increasing) future premium costs to Participating Governmental Units, the premium(s), which shall be known as "basic premium", will be determined based on claims experience projected forward, and the amount of reduction (increase) due to application of the surplus (reducing the deficit) will be determined and presented separately ("premium adjustment"). A new Participating Governmental Unit may be assessed the "basic premium(s)" without the premium adjustment.

If the Board determines it will deal with a certified surplus or deficit by direct distribution to or assessment of each Participating Governmental Unit, the determination of a Participating Governmental Unit's proportionate share of a certified surplus or deficit shall be calculated as follows:

The proportionate share of a Participating Governmental Unit ("PGU") shall be the sum of the PGU's subscribers (employees and retirees) participating in the Minuteman Nashoba Health Group (MNHG) plans for each month of the period for which the surplus or deficit has been certified ("PGU subscriber months") divided by the sum of the total number of subscribers participating in the MNHG plans in aggregate for each month of the period for which the surplus or deficit has been certified ("MNHG subscriber months") times the amount of the certified surplus or deficit. The proportionate share of a PGU shall be calculated without regard to the specific benefit plan(s) offered by the PG or subscribed to by its eligible members except that the surplus or deficit accounting for the Optional Medicare Extension plan shall be done separately from the commercial plans offered through the MNHG trust fund.

The Board, either directly or indirectly through the Steering Committee, shall determine based upon the advice of the consultant/administrator within six (6) months of the end of the policy year, any certified surplus or deficit, which shall then be dealt with appropriately.

It is further understood that each Participating Governmental Unit shall be responsible for paying all insurance premium, administration, or claims charges which were incurred by the governmental unit or any person insured by the governmental unit prior to the effective date of the Participating Governmental Unit's coverage under this Agreement. Each governmental unit shall be responsible for paying in full all "run-out" claims charges from cost-plus arrangements which terminate upon the effective date of this coverage. Premium charges for services incurred by a governmental unit prior to the effective date of this coverage but billed to the joint purchase group after the effective date of this Agreement will be billed and paid in full by the Participating Governmental Unit.

Article 9. Payment of Health Insurance Premiums, including Health Maintenance Organization and Administrative Services Only Charges, including Preferred Provider Arrangement Charges

It is understood and agreed that each Participating Governmental Unit shall make an initial payment of an amount which is equivalent to two month's advance health coverage premium to the central administrative office or other designee of the Board for timely transmittal to the health insurance carrier and, if applicable, to the Health Maintenance Organization, Preferred Provider Arrangement, or other designated payee.

In addition, beginning with the third month each Participating Governmental Unit shall make payment on a monthly basis of the health insurance premium or funding rate for all covered services, and, if applicable, the Health Maintenance Organization capitation charges allocated to each Participating Governmental Unit. It is further understood and agreed that the central administrative office or other designee of the Board shall determine the appropriate payment due from each Participating Governmental Unit each month, based upon that Unit's enrollments.

The Board, or Finance Committee if designated by the Board, shall contract with one or more banks to act as depository of payments under this Agreement. Each designated bank shall be required, as a precondition to service as such depository, to act under the direction of the Board or its designee for the benefit of the Participating Governmental Units and the Board and shall provide for periodic reports and statements of accounts as required by the Board or its designee.

The Board shall designate a Certified Public Accounting firm to provide for an annual independent audit of the payments under this Agreement. This report shall be provided to the Board with a copy to the consultant/administrator within eight (8) months of the end of the MNHG's fiscal year. The Board shall provide one copy to each of the Appropriate Public Authorities of the Participating Governmental Units.

Each Participating Governmental Unit shall receive quarterly reconciliation reports detailing the basis for its payment requirements, and shall be entitled to conduct an independent audit at its own expense by each Participating Governmental Unit.

All payments described in this Agreement shall be due and payable no later than 21 days following receipt of notice or bill from the Board, Steering Committee or the

consultant/administrator. Interest at a rate determined by the Board may, at the Board's discretion, begin to accrue starting on the 22nd day following receipt of notice or bill.

In the event that any such payment is in arrears or in the event that the Board determines that additional funds are required as premium or other charges contemplated by this Agreement, the Board by a two-thirds vote shall be authorized to arrange credit or obtain funds through bank resources, advances, or negotiated financing arrangement with providers of health coverage and other financing arrangements. The Board shall determine the respective payments for interest and other charges allocable to and to be paid by each Participating Governmental Unit.

Article 10. Eligibility Determination

It is understood and agreed that nothing contained in this Agreement shall in any way limit the Appropriate Public Authority of a Participating Governmental Unit to determine that a person is eligible for participation in the Participating Governmental Unit's health coverage program in accordance with the provisions of M.G.L. Chapter 32B. In addition, all notification of eligibility, and all employee direct billing, including notification to and from affected parties of eligibility rights under M.G.L. Chapter 32B, the Consolidated Omnibus Reconciliation Act of 1985, and any other applicable federal and state statutes, shall be the responsibility of and determined by the Participating Governmental Unit.

Article 11. Amendment Procedure

This Agreement may be amended at any time, provided that at least two-thirds of the Board vote to accept such amendment.

It is understood and agreed that additional governmental unit participants may be added commencing on a date mutually agreed upon, provided that no less than two-thirds of the full Board vote to accept such additional participants. Such additional governmental units will not be responsible for deficits incurred by the Minuteman Nashoba Health Group prior to the date of their affiliation nor will they participate in any dividend distribution, or allocation of any surplus in the claims trust fund accrued by the Minuteman Nashoba Health Group prior to the date of their affiliation.

It is further understood and agreed that any change in the level of coverage implemented following the effective date of this Agreement shall not take effect until approved through the amendment procedure described in this Article 11. Any proposed change to the level of coverage shall take effect on a date designated by the Board, and notice of such proposed change shall be provided to the Appropriate Public Authority of each Participating Governmental Unit by the Board at least sixty (60) days prior to the proposed implementation date of such health contract or contracts.

Article 12. Liability Following Termination of Participation

- A. There shall be no liability for premium expense following the effective date of termination of a Participating Governmental Unit's coverage under a contract purchased through this Agreement, except for (1) the Governmental Unit's proportionate share of any deficit in the trust fund as of its termination date, (2) open premium expense, or (3) subsequent expense for

its covered members continued on the plan after the Governmental Unit's termination (where such continued coverage is required by law). A deficit payment owed by a withdrawing or terminated Governmental Unit shall be paid by the Governmental Unit within 60 days following written demand for payment.

- B. A Participating Governmental Unit's proportionate share of any deficit in the self-funded plans shall be the deficiency certified as of May 31st in the fiscal year of withdrawal or termination multiplied by the quotient obtained by dividing the sum of such Participating Governmental Unit's subscribers in the self-funded plans in each month in the same fiscal year by the sum of subscribers in the self-funded plans of all Participating Governmental Units in each month for the same fiscal year. **A withdrawing or terminated Participating Governmental Unit shall not be entitled to any surplus in the trust fund.**

Article 13. Participation Requirements

- A. **Total Participation Requirement.** Participating Governmental Units agree to offer to employees all health plans sponsored by the Group. Each year at least sixty (60) days prior to the health plan anniversary date, a Participating Governmental Unit may request the Board to make an exception to this requirement if a particular health plan's network of providers does not serve the geographical area represented by the Unit or its workforce. A majority vote of the members of the Board present at a duly called meeting at which a quorum is present is required to override the requirement of total participation.
- B. **Exclusive Participation Requirement.** Participating Governmental Units may offer to employees only those health plans sponsored by the Group. Each year at least sixty (60) days prior to the health plan anniversary date, a Participating Governmental Unit may request that the Board make an exception to this requirement by permitting the Unit to offer a plan not sponsored by the Group. A two-thirds (2/3rds) vote of the full Board is required to override the requirement of exclusive participation.

Article 14. Hold Harmless Protection

Each Participating Governmental Unit agrees that as a precondition for entering into this Agreement each representative and alternate designated by the Participating Governmental Unit to service on the Board and any committee established by the Board shall be indemnified and held harmless from personal financial loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes, including M.G.L. Chapter 258, Section 8, 9, and 13.

Indemnification shall be provided for liability arising from all activities directly related to the establishment of this Agreement and all related activities arising as a result of such person's service to the Minuteman Nashoba Health Group Board, commencing on and after the effective date of this Agreement through and including the date which such designated representative terminates his or her position as a member or alternate member to the Board and the Board's committees.

This hold harmless protection shall include indemnification for any claim, demand, suit, or judgement of any act or omission except for intentional violation of the civil rights of any person arising as a result of such person's service to the Minuteman Nashoba Health Group Board. This hold harmless status shall include activities relating to such Board participation, including, but not limited to, serving on any related committee, holding an office as a member of the Board or Committee established by the Board, traveling to and from meetings relating to the designees' service, communications and all other acts related to the appointment as a Board delegate or alternate delegate of the Participating Governmental Unit.

Article 15. Certification of Funds

It is understood and agreed that each Participating Governmental Unit shall provide adequate funds to pay its proportionate share of the joint purchase group health insurance premium and other related expenses approved by the Board in a timely manner. The appropriate public officials shall certify annually upon request to the Board the availability of such funds.

Article 16. Signatories to Agreement

This copy of the Minuteman Nashoba Health Group Agreement for Joint Negotiation and Purchase of Health Coverage is executed as a sealed instrument by the undersigned on the date or dates indicated below to confirm its acceptance of the Joint Purchase Agreement following destruction by fire of the original executed Joint Purchase Agreement and to confirm acceptance of all amendments adopted since the effective date of membership of this governmental unit.

By our signatures, we the undersigned members of the Appropriate Public Authority (M.G.L. Chapter 32B, Section 2(a) members of the Tyngsborough Board of Selectmen governmental unit evidence the acceptance of the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage on behalf of our governmental unit.

We agree to become a Participating Governmental Unit and to appoint a person to represent our governmental unit on the Board described in Article 4 herein and agree to appoint such representative within thirty (30) days following execution of this Agreement. We also agree to appoint an alternate representative to serve on the Board to ensure representation of our governmental unit in the event of incapacity, inability or unwillingness to attend meetings of the Board by our primary representative. It is understood and agreed that such primary representative and alternate representative shall have full authority to represent our governmental unit in accordance with the terms of this Agreement for Joint Negotiation and Purchase of Health Coverage except for the authority specifically reserved to us by this Agreement.

For: Town of Tyngsborough
Participating Governmental Unit (M.G.L. Chapter 32B, Section 2f)

Signature

Signature	Title	Date
<u>Robert M. Wallace</u>	<u>Select man</u>	<u>3/19/02</u>
<u>John P. Quinn</u>	<u>Select man</u>	<u>3/19/02</u>
<u>W. J. O'Connor</u>	<u>Select man</u>	<u>3/19/02</u>
_____	_____	_____
_____	_____	_____

LETTERS TO THE EDITOR

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Nonunion states have deficits too

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TIERNEY
Lowell

Another day, another highly misleading editorial from *The Sun*. In the editorial entitled "The ties that bind and blind taxpayers," the newspaper calls for eliminating public-sector unions. While this reader does not argue the validity of that point, the argument *The Sun* puts forth is beneath even a third-grade level of reasoning.

The editorial explains to the reader that the six most heavily unionized states also have a collective budget deficit of \$69 billion. *The Sun* then lays out the argument "Big union states have big public employees' union payrolls." Republican Gov. Scott Walker is proposing to eliminate collective-bargaining rights in an attempt to curb soaring union benefits costs.

It seems to me the argument being made is that budget deficits can be plugged by simply eliminating public-sector unions.

So let's take a look at the five states that have passed laws making it illegal for public-sector unions to collectively

bargain (Texas, Georgia, South Carolina, North Carolina, and Virginia). Texas has a 2011 budget deficit of \$27 billion, Georgia is staring at a \$1.9 billion shortfall in 2012, South Carolina is short \$1.3 billion, North Carolina projects a shortfall of \$2.7 billion and Virginia had a \$4.2 billion shortfall in 2010, which was plugged by massively cutting K-12 education. It seems to me that the rights of public-sector unions to collectively bargain in a state has absolutely no bearing on whether or not said state runs a budget deficit.

In a recent CBS/NY Times poll, the public supported the right of public-sector unions to collectively bargain vs. Gov. Walker's position to eliminate said rights by a wide margin of 60 percent to 30 percent.

STEVEN DAVIDSON
Lowell

Editor's note: On March 11, Wisconsin Gov. Scott Walker's bill to eliminate most collective-bargaining rights for public-sector unions was approved and became law.

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UNDERWRITING APPLICATION PUBLIC SECTOR SERVICES

*Denotes required field

GENERAL INFORMATION

*Type: ☒ New ☐ Renewal *Previous Application (Renewal only) _____

*Name of Insured Town of Tyngsborough	*Federal ID Number 046001328	*Phone (978) 649-2314	Fax (978) 640-2320	*Proposed Effective Date 7/1/2011
*Address (Street, City, Zip Code) 25 Bryants Lane - Tyngsborough			*State MA	*County Middlesex
*Type of Public Entity: City, Town, Township, State, Special District, County, Utility (describe), other special district/agency (describe) TOWN				*Current Population 11,292
Please describe utility or other special district/agency, public entity type				

*Entity Contact Michael P. Gilleberto, Town Administrator	Entity Web Address www.tyngsboroughma.gov	*Phone (978) 649-2314
Financial / Accounting Contact Linda Geyer, Interim Town Accountant		Phone (978) 649-2300

AGENCY AND AGENT INFORMATION

*Are you a surplus lines agent? ☐ Yes ☐ No

*Name of Agent/Broker Contact	*E-mail Address	Travelers Agency No.
Name of Agency / Brokerage	Producer License No.	*Phone
Address (Street, City, State, Zip Code)		*Fax

CLAIM HISTORY

Please attach currently valued insurance company loss runs containing date of loss, paid loss and loss expense, reserved loss and loss expense and description of loss by line for the past 5 years.

COVERAGES

*1. Proposed Effective Date	7/1/2011
2. Proposed Expiration Date	06/30/2012
*3. Date Quote is Needed.....	05/15/2011
*4. Bid Date	
5. Are you requesting any deductible in excess of \$25,000 for any of the following lines of business: Auto Liability, General Liability, Law Enforcement Liability, Public Entity Management Liability or Employment Practices Liability?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
a. OR Is any aggregate deductible requested?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
b. OR Will this account include a self-insured retention?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

If yes to any of the above, complete the Large Account Supplement found under the Misc Forms.

Coverage	Check if Requested	Coverage	Check if Requested
Auto (Auto Liability, Auto Physical Damage, Limited Transit)	<input checked="" type="checkbox"/>	Inland Marine	<input type="checkbox"/>
Crime	<input type="checkbox"/>	Law Enforcement Liability	<input checked="" type="checkbox"/>
Employment Practices Liability	<input checked="" type="checkbox"/>	Property	<input checked="" type="checkbox"/>
Equipment Breakdown	<input type="checkbox"/>	Public Entity Management Liability	<input type="checkbox"/>
General Liability	<input checked="" type="checkbox"/>	Umbrella	<input type="checkbox"/>
		Other Coverage	<input type="checkbox"/>

AUTO

1. AUTOMOBILE LIABILITY

	Liability Limit (CSL)	PIP	Medical Payments Limit	UM/UIM Limit	Liability Deductible
Option 1	\$	\$	\$	\$	\$
Option 2	\$	\$	\$	\$	\$
	Select Covered Auto Symbols: 1, 2, 3, 4, 7, 8, 9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Select Covered Auto Symbols: 5, 7 <input type="checkbox"/> <input type="checkbox"/>	Select Covered Auto Symbols: 2, 3, 4, 7, 8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Select Covered Auto Symbols: 2, 3, 4, 6, 7 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

2. AUTOMOBILE PHYSICAL DAMAGE

	Comprehensive Deductible	Collision Deductible
Option 1	\$	\$
Option 2	\$	\$
	Select Covered Auto Symbols: 2, 3, 4, 7, 8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Select Covered Auto Symbols: 2, 3, 4, 7, 8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

- a. Hired Car Physical Damage ☐ Yes ☐ No
- b. Cost of Hire \$
- c. Comprehensive Deductible \$
- d. Collision Deductible \$

3. GARAGEKEEPERS LEGAL LIABILITY

Locations Covered Each location must be listed separately:

Location	# of Vehicles	Limit		Deductible	
		Comprehensive	Collision	Comprehensive Per Auto/Per Loss	Collision Per Auto
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

Please attach a schedule of vehicles, including year, make, model, cost new, VIN #s and department. Also attach a schedule of drivers, including name, driver's license #, birthdate and identify emergency vehicle operators.

4. Do you check Motor Vehicle records (MVRs) prior to hire? ☐ Yes ☐ No
- How often thereafter do you re-order MVRs?
5. Do you have criteria for MVR acceptability? ☐ Yes ☐ No
6. Do you provide driver training periodically for all drivers? ☐ Yes ☐ No
7. Are all accidents reviewed internally and corrective action taken? ☒ Yes ☐ No
8. Do you have a vehicle maintenance program? ☐ Yes ☐ No
9. Are drivers of 15-passenger vans specifically trained in the operation of these vehicles? ☐ NA ☐ Yes ☐ No

10. If law enforcement vehicles are included in the automobile schedule and Law Enforcement Liability is not being requested, do you have the following policies and procedure?

- a. Vehicular Pursuit..... ☐ Yes ☐ No
Date of last Revision.....
 b. Patrol Driving & Response ☐ Yes ☐ No
Date of last Revision.....
 c. Transportation of Prisoners ☐ Yes ☐ No
Date of last Revision.....

LIMITED TRANSIT

11. Type of transportation service:

- ☐ Light rail ☐ Scheduled bus route ☒ Demand response / Para transit / Dial-A-Ride
☐ Daycare / Day camp / Recreation programs ☐ Social Services

12. Are new drivers subject to an orientation program on basic vehicle operation prior to being allowed to operate that vehicle? ☒ Yes ☐ No

13. Are criminal record checks conducted on all transportation employees? ☒ Yes ☐ No

14. Is there a written program and driver training on handling handicapped passengers?..... ☐ Yes ☐ No

If yes, please indicate which of the following are included in the written program and driver training:

- a. Use of tie-downs ☐ Yes ☐ No
 b. Passenger restraint..... ☐ Yes ☐ No
 c. Loading and unloading of passengers..... ☐ Yes ☐ No
 d. Door-to-door service procedures..... ☐ Yes ☐ No

15. Do you operate any vehicles you do not own? ☒ Yes ☐ No
If yes, please provide contractual agreement.

16. Any contracted drivers? ☐ Yes ☒ No
If yes, please provide contractual agreement.

17. Are volunteers used for any transportation service? ☐ Yes ☒ No
If yes, describe:

CRIME

Please choose the applicable Insuring Agreement(s), limit(s) and deductible(s).

1. Insuring Agreement(s) Requested	Limit of Insurance	Deductible
Employee Theft Coverage - Per Loss Coverage*	\$	\$
Employee Theft Coverage - Per Employee Coverage*	\$	\$
Forgery or Alteration	\$	\$
Inside the Premises - Theft of Money and Securities	\$	\$
Inside the Premises - Robbery or Safe Burglary of Other Property	\$	\$
Outside the Premises	\$	\$
Computer Fraud	\$	\$
Funds Transfer Fraud	\$	\$
Money Orders and Counterfeit Paper Currency	\$	\$

*Is coverage extended to provide faithful performance of duty? ☐ Yes ☐ No

Indicate the following:

2. Number of officials/officers, not required by law to be individually bonded, who are authorized to manage, govern, or control the insured's employees: _____
3. Number of employees who handle, have custody of, or maintain records of, money, securities, or other property, including department and division heads and assistant department and division heads and peace officers (including patrolmen/women when Faithful Performance of Duty Coverage is being written): _____
4. Number of all other officials, trustees, officers, employees, administrators and managers (other than independent contractors) not included in the two questions above, who handle funds or other property of employee benefit plans: _____
5. One percent of all others (including patrolmen/women when Faithful Performance of Duty Coverage is not being written): _____

Audit Procedures:

6. Is an audit performed by an independent CPA or public accountant? ☒ Yes ☐ No
If yes, how often? Annually
a. Quarterly ☐ Yes ☐ No
b. Semi-Annually ☐ Yes ☐ No
If no, is an internal audit performed? ☐ Yes ☐ No
7. Is the audit made in accordance with generally accepted accounting standards? ☒ Yes ☐ No

Internal Controls:

8. Are all bank account statements reconciled at least monthly? ☐ Yes ☐ No
9. Is the reconciliation handled by one or more employees not authorized to sign checks, or make or record deposits/withdrawals? ☐ Yes ☐ No
10. Are at least two signatures required on checks? ☐ Yes ☐ No
If yes, over what threshold? _____
11. Are securities subject to joint control by two or more employees? ☐ Yes ☐ No
12. Are all applicants for employment verified by checking references and contacting former employers? ☐ Yes ☐ No

Inside/Outside the Premises Coverage Exposures: ☐ Check here if not applicable.

13. What is the type of safe or vault? _____
14. Is the burglar alarm connected to the safe or vault? ☐ Yes ☐ No
15. Is an armored car service employed by the insured to move money and/or securities? ☐ Yes ☐ No
16. Other protection (e.g., fences, floodlights, alarm, etc.):

Computer Fraud Controls: ☐ Check here if not applicable.

17. Is a software security system in place to detect fraudulent computer usage by employees, agents, or outsiders? ☐ Yes ☐ No
18. Are passwords and access codes changed at regular intervals and when users are terminated? ☐ Yes ☐ No
19. Are computer programmers permitted to use machines with their own programs? ☐ Yes ☐ No
20. Are computer check-writing functions separate from check authorizations? ☐ Yes ☐ No
21. Are EDP systems, programs and procedures, including changes thereto, authorized, documented and tested? ☐ Yes ☐ No
22. If Funds Transfer Fraud coverage is desired, please answer the following:
What is the daily dollar volume of electronic funds transferred? _____
a. Average _____ \$ _____
b. Maximum _____ \$ _____
23. Are transfer verifications sent to an employee and/or department other than the one that initiated the transfer? ☐ Yes ☐ No

EMPLOYMENT PRACTICES LIABILITY - CLAIMS MADE

IMPORTANT NOTE: This is an application for a Claims Made coverage that includes defense expenses within the limits of coverage. Therefore, 100% of the limits of coverage, and any deductible that applies to defense expenses, may be used up with the payment of judgements, settlements, or defense expenses.

For purposes of this application only:

- the words we, us, our, and ours mean St. Paul Fire And Marine Insurance Company; and
- the words you, your, and yours mean the public entity applying for this employment practices liability coverage.

INSURANCE COVERAGE AND LIMITS

1. Each wrongful employment practice offense limit/Total limit:

☐ \$500,000/\$500,000 ☐ \$1,000,000/\$1,000,000 ☐ \$2,000,000/\$2,000,000

☐ Other _____ / _____

2. Deductible/Retention: ☐ \$15,000 ☐ \$25,000 ☐ Other _____

3. Retroactive Date: _____

4. Do you currently carry Employment Practices Liability Insurance? ☐ Yes ☐ No

If yes, was prior coverage cancelled or non-renewed? ☐ Yes ☐ No

5. Prior coverage information:

a. Insurer: _____

b. Each wrongful employment practice offense limit/Total (Aggregate) limit: \$ _____ / \$ _____

c. Retroactive Date: _____ d. Deductible/Retention: \$ _____

e. Policy Period: _____ f. Premium: \$ _____

EMPLOYEE INFORMATION

6. Complete the following table:

	This Year			Prior Year		
	Total #	Total # Terminations Voluntary	Involuntary	Total #	Total # Terminations Voluntary	Involuntary
Full-time employees (work 32 or more hours per week)						
Part-time employees						
Temporary seasonal employees						
Leased workers						
*Independent contractors						
Volunteers - Firefighters						
Volunteers - Other						

*Independent contractor means any person who is not your employee, but who performs duties related to the conduct of your operations in the course of their independent employment in accordance with a contract between you and the independent contractor for specified services.

7. What was your turnover rate for full-time employees (number of employees who left or were terminated divided by the total number of employees):

a. This year _____ % b. Prior Year _____ %

8. What percentage of your workforce is unionized? %

9. Do you anticipate any of the following, including those resulting from any type of restructure or privatization of service, within the next 12 months?

		# Employees involved	Job categories involved
a. layoffs	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b. terminations	<input type="checkbox"/> Yes <input type="checkbox"/> No		
c. workforce reductions	<input type="checkbox"/> Yes <input type="checkbox"/> No		

HUMAN RESOURCES

10. Do you have a human resources department? ☐ Yes ☐ No

If no, is there an individual designated to handle all employment related incidents? ☐ Yes ☐ No

If no, please describe how human resource function is handled:

11. With the purchase of this EPL policy, you will receive free access to EPL Risk Control Services, an online risk management service specializing in employment practices. Please provide the following information for the person responsible for your human resources department or function, or responsible for employment-related policies, procedures, and training:

Name: _____ Title: _____

Phone: _____ e-mail: _____

12. Are all involuntary terminations reviewed and approved by (check all that apply):

☐ Human resources manager ☐ Inside legal counsel ☐ Outside employment counsel

13. Are all prospective employees required to complete a standard employment application prior to hire? ☐ Yes ☐ No

If yes, does it contain:

- a. An employment at-will statement? ☐ Yes ☐ No
- b. An authorization to check references and criminal conviction records? ☐ Yes ☐ No
- c. The applicant's signature attesting that all representations are true? ☐ Yes ☐ No
- d. An equal opportunity statement? ☐ Yes ☐ No

14. Do you have written guidelines, policies or procedures that address the following:

		Last Revision Date	Do you have training for your managers/supervisors in the following areas (check all that apply)
a. Equal Employment Opportunity (EEO) policy	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
b. Discrimination (anti-discrimination) policy	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
c. Discipline/discharge/termination policy	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
d. Workplace harassment, including sexual harassment, policy	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
e. Hiring policy	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
f. Reporting, investigating and resolving employee complaints (grievance policy)	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
g. Performance appraisal review	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
h. Salary administration	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>
i. Accommodating the disabled	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/>

15. Are the above policies and procedures contained in an employee handbook, or policies and procedures manual that is distributed to all employees? ☐ Yes ☐ No

a. If no, how are policies communicated to employees?

- b. If yes, are employees required to sign for the manual/handbook? ☐ Yes ☐ No

16. Do you have have a training or education program that sensitizes all employees on issues of:

a. discrimination ☐ Yes ☐ No

b. workplace harassment ☐ Yes ☐ No

LOSS HISTORY

17. Are you currently required to comply with any judicial or administrative agreement, order, decree or judgment relating to employment? If yes, please attach a copy. ☐ Yes ☐ No

18. Has there been during the past five years, or is there now pending, any of the following items against you or any of your employees involving an employment matter (whether reported to an insurer or not):

a. written demand for monetary damages ☐ Yes ☐ No

b. civil or criminal proceeding ☐ Yes ☐ No

c. an administrative or arbitration proceeding ☐ Yes ☐ No

d. any complaint, charge, or investigative proceeding before the EEOC or similar state or local agency ☐ Yes ☐ No

If yes, please complete the following table. If additional space is required, attach a separate addendum.

Date	Claimant Name	Nature of action	Current Status

19. Do you or any of your employees have knowledge or information of any alleged violation of any law, internal complaint, or circumstance, related to employment which could reasonably give rise to a claim? ☐ Yes ☐ No
If yes, attach details.

20. By signing this application below, you agree that:

- the statements and representations made in this application, and in all materials submitted to us in connection with it, are accurate and complete;
- we rely on these statements and representations and they are material to our acceptance of risks assumed under the coverage for which you have applied;
- we're authorized to make any investigation in connection with this application;
- this application, and all materials submitted to us in connection with it, are deemed to be attached to and incorporated into any policy issued based on this application for purposes of applying the Fraud And Misrepresentation section, or any similar section, in the General Rules form, or any similar form, that is part of such policy; and
- if, between the date of your signature below and the effective date of any coverage issued based on this application, any of the information supplied in connection with this application becomes inaccurate or incomplete, or you learn that any of the information supplied in connection with this application is inaccurate or incomplete, you'll immediately notify us and provide us with the accurate and complete information, and we may withdraw or modify any outstanding quotation for such coverage or any agreement to issue such coverage.

Signing this application does not obligate us to issue the coverage for which you have applied, nor does it require you to accept such coverage.

Your Human Resources Manager or Authorized Representative	Date	Signed By
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IMPORTANT NOTE:

signature from the public entity's Human Resources Manager or Other Authorized Representative is a requirement for EPL coverage! Please print the EPL application, obtain the required signature, and fax the entire signed EPL supplement to your Territory Manager or Underwriter.

EQUIPMENT BREAKDOWN

1. Current Insurance Carrier or Method (i.e. self insurance):

2. Current Limits: \$ _____
3. Current Deductible: \$ _____
4. Current Premium: \$ _____
5. Is coverage desired? ☐ Yes ☐ No

If yes, quote will be provided per the values furnished on the property schedule unless otherwise indicated.

GENERAL LIABILITY

	Option 1		Option 2	
	Limits	Deductible	Limits	Deductible
1. General Total (aggregate)	\$	\$	\$	\$
2. Each Event	\$	\$	\$	\$
3. Sewer Backup (sublimit)	\$	\$	\$	\$
4. Failure To Supply (sublimit)	\$	\$	\$	\$
5. Premises Damages (sublimit)	\$	\$	\$	\$
6. Medical Expenses (sublimit)	\$	\$	\$	\$

7. If expiring is claims-made, latest retro date:
- Will expanded reporting period endorsement be purchased from expiring carrier? ☐ Yes ☐ No

Miscellaneous Liability	Limit	
9. Employee Benefits Prog. Admin. Liability-Claims Made	\$	# of Employees:
10. Liquor Liability	\$	
11. Cemetery Professional	<input type="checkbox"/> Yes <input type="checkbox"/> No	Included In General Liability
12. Stop Gap (Available in ND, OH, WA, WV, WY)	BI by Accident (Each Accident) \$	Attach work comp payroll schedule
	BI Disease Total \$	
	BI Disease Each Employee \$	

INLAND MARINE

Attach an itemized schedule of desired inland marine coverages by location, indicating the limit of coverage, deductible, and complete description of the property.

Coverage	Limit	Deductible
1. Computer		
a. Limit/Exposure	\$	\$
b. Transit Limit	\$	\$
c. Data & Media	\$	\$
d. Business Interruption	\$	\$
e. Worldwide Coverage Extension	\$	\$
2. Contractor's Equipment Limits	\$	\$
3. Difference in Conditions:		
a. Flood Sublimit	\$	\$
Flood Zones (A, B, C, D, V, X) _____		
b. Earthquake Sublimit	\$	\$
Earthquake Zones (1-12) _____		
4. Fine Arts	\$	\$
5. Miscellaneous Property Floater (not contractor's equipment)	\$	\$
6. Radio and Television Broadcasting Equipment	\$	\$
7. Radio Towers	\$	\$
a. Age _____ years		
b. Height _____ feet		
8. Valuable Papers	\$	\$

LAW ENFORCEMENT LIABILITY

INSURANCE COVERAGE AND LIMITS

1. Coverage Type: ☐ Occurrence ☐ Claims Made 2. Retroactive Date: _____
3. Has there been continuous Claims Made coverage back to the requested Retroactive Date? ☐ Yes ☐ No

4.	Each Wrongful Act Limit	Total Limit (Aggregate)	Each Wrongful Act Deductible
Option 1	\$	\$	\$
Option 2	\$	\$	\$

GENERAL UNDERWRITING INFORMATION

5. Is department accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA)? ☐ Yes ☐ No
6. Do you contract law enforcement to any public or private entity? ☐ Yes ☐ No
7. Are you part of any mutual law enforcement assistance agreements between political subdivisions? ☐ Yes ☐ No
8. Complete the following for each task force in which you participate:

Task Force Type	No. of Officers Involved	Do you lead this task force?	Is task force a separate entity?	Is task force insured elsewhere?
Drug		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Swat		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gang		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Does the agency operate a shooting range? ☐ Yes ☐ No
- If yes, is it used by:
- a. outside law enforcement agencies? ☐ Yes ☐ No
- b. The general public? ☐ Yes ☐ No
10. If yes, is an injury waiver required? ☐ Yes ☐ No

EMPLOYEE CLASSIFICATION

GROUP 1 EMPLOYEES	NO.	GROUP 2 EMPLOYEES	NO.	GROUP 3 EMPLOYEES	NO.	GROUP 4 EMPLOYEES	NO.
Full-time officers, detectives, investigators and sergeants (including the chief, sheriff and deputies)		Part-time/reserve/auxiliary/court officers armed, or with arrest authority		Animal Control Personnel		Other unarmed law enforcement personnel (includes clerical, cooks, and other unarmed personnel not included elsewhere)	
Police Dogs		Full-time jailers		Dispatchers			
		Part-time jailers		Jail Nurse			
				Jail Medical Personnel			
				- Other			
				School Crossing Guards		Other unarmed jail personnel (includes clerical, cooks, and other unarmed jail personnel not included elsewhere)	
				Unarmed part-time/reserve/auxiliary officers without arrest authority			

DEPARTMENT POLICIES AND PROCEDURES

12. Does the agency have a policy and procedure manual? ☐ Yes ☐ No
13. Is the manual distributed to all personnel? ☐ Yes ☐ No
14. Are employees required to sign off? ☐ Yes ☐ No
15. Date of last overall revision of your policy and procedure manual:
16. How often is the manual reviewed with personnel?

17. a. Does the applicant have written policies governing the following:

	Policy Description	Date Written	Date of Last Revision
<input type="checkbox"/> Yes <input type="checkbox"/> No	Use of force		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Firearms & Less than lethal weapons		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Vehicular pursuits		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Patrol driving and response		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Domestic violence response		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Service of warrant		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Transportation of prisoners		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Arrests and investigatory stops		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Searches		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Motor vehicle stops & searches		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Canines		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Sexual harassment		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Use of volunteers		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Secondary employment & Off-duty powers (moonlighting)		

b. Have the policies and procedures been reviewed by legal counsel? ☐ Yes ☐ No

If yes, name of counsel:

EDUCATION AND TRAINING

18. Complete the following:

Training Requirements	Patrol and Auxiliary Officers	New Officer and Annual In-Service Training
Do all officers meet state certifying agency minimum training standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firearms Training and Qualification Frequency of Qualification: _____ per year	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Impact Weapon Training and Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Chemical Agent (Oleoresincapsium) Training and Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Taser Training and Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
High Speed Pursuit Driving	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Department Policy and Procedure	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Constitutional Use of Force	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Legislative and Case Law	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

19. Duties of reserve/auxiliary officers:

☐ Traffic control ☐ Civil Disturbance ☐ Crowd Control ☐ Other: _____

EMERGENCY DISPATCH

20. Does your department handle your own dispatch? ☐ Yes ☐ No

21. Does your department handle dispatch for others? ☐ Yes ☐ No

22. Are incoming calls to dispatchers recorded? ☐ Yes ☐ No

If yes, how long are tapes or digital files retained (i.e. # of years)?

JAIL/HOLDING CELL OPERATIONS

23. How many, if any, of the following do you operate?

Facility	No. of Cells	Accredited by American Correctional Association?	Square Footage	Design Capacity	Average Inmate Population	Maximum Capacity in Past 12 months
Jail		<input type="checkbox"/> Yes <input type="checkbox"/> No				
Holding Facility		<input type="checkbox"/> Yes <input type="checkbox"/> No				
Juvenile Detention Center		<input type="checkbox"/> Yes <input type="checkbox"/> No				
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No				

24. Does the applicant have written policies governing the following?

	Policy Description	Date Written	Date of Last Revision	New Jailer and at least Annual Training?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Use of Force			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Restraints			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Inmate Classification			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Strip Searches			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Medical Treatment			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Suicide Prevention			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Emergency Evacuation			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Key Control and Security			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Inmate Transportation			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Discipline and Grievance Procedures			<input type="checkbox"/> Yes <input type="checkbox"/> No

25. How frequently are cell checks conducted for each of the following?

a. General Population: b. Suicide: c. Maximum Security Cells:

26. In the past three (3) years, have there been any suicides or attempted suicides in your jail or similar holding facilities? ☐ Yes ☐ No

a. No. of suicides: b. No. of attempts:

27. What type of surveillance system is installed in the jail?

JAIL FACILITIES

28. Complete the following:

	Date of last inspection	Inspection report enclosed
State Corrections		<input type="checkbox"/> Yes <input type="checkbox"/> No
Fire Inspector		<input type="checkbox"/> Yes <input type="checkbox"/> No
Department of Health		<input type="checkbox"/> Yes <input type="checkbox"/> No

29. Are juveniles separated from adult criminals? ☐ Yes ☐ No

30. Are suspects of violent crimes separated from suspects of misdemeanor crimes? ☐ Yes ☐ No

31. Are strip searches conducted on all detainees regardless of the crime? ☐ Yes ☐ No

32. Are medical facilities available in the jail? ☐ Yes ☐ No

If yes, describe: _____

If no, how do inmates receive treatment? _____

33. Has the facility ever been subject to a Court Order or consent decree? ☐ Yes ☐ No

If yes, what is the status of the order? _____

34. Is the jail administrator a "Certified Jail Manager" per the American Jail Association (AJA)? ☐ Yes ☐ No

PROPERTY

Please attach a signed property schedule with location numbers, address (including zip code), protection class, private protection (i.e., sprinklered; smoke detection), square footage, construction, age and occupancy.

Coverage	Limits	Deductible	Coins %	Coverage Information (check all that apply)		
Building				<input type="checkbox"/> RC	<input type="checkbox"/> Blanket	<input type="checkbox"/> Agreed
				<input type="checkbox"/> ACV	<input type="checkbox"/> Specific	Amount
2. Business Contents				<input type="checkbox"/> RC	<input type="checkbox"/> Blanket	<input type="checkbox"/> Agreed
				<input type="checkbox"/> ACV	<input type="checkbox"/> Specific	Amount
3. Blanket Earnings & Expense						
4. Extra Expense				Location Nos.:		
5. Other:						

PUBLIC ENTITY MANAGEMENT LIABILITY

INSURANCE COVERAGE AND LIMITS

1. Retroactive Date: _____
2. Has there been continuous Claims Made coverage back to the requested Retroactive Date? ☐ Yes ☐ No

	Limits of Liability	Each Wrongful Act Limit	Total (Aggregate) Limit	Each Wrongful Act Deductible
Option 1	\$	\$	\$	\$
Option 2	\$	\$	\$	\$

PLANNING AND ZONING

3. Is your entity responsible for planning and zoning changes? ☒ Yes ☐ No
If yes, is there a separate planning and zoning board? ☒ Yes ☐ No
4. Do you have a comprehensive Land Use Plan? ☒ Yes ☐ No
5. Do all zoning changes require a public hearing? ☒ Yes ☐ No
If yes, describe process: Planning Board hearing and Town Meeting vote
6. Does your entity have a written policy regarding the zoning appeal process? ☐ Yes ☒ No

OPERATIONS/SERVICES

7. Please provide information on the following operations/services:

Operation/Service	Do you control?	If no, who provides?	Is there a separate board or commission?*	Separately Insured
Airport	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electric Utility	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Gas Utility	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health Care Facilities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Housing Authority	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Law Enforcement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Port Authority	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
School Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Transit Authority	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

*Note: There is no coverage for loss that results from the conduct of duties by or for such separate board or commission.

8. Are newly elected/appointed officials required to attend a formal training program? ☐ Yes ☒ No
9. Is there a procedure for handling citizen complaints? ☒ Yes ☐ No
If yes, does it include documentation of notice and action taken? ☒ Yes ☐ No
10. To your knowledge, does any official or employee have any knowledge of any act, error, or omission that might give rise to a claim against him/her? ☐ Yes ☒ No

If yes, please provide details:

UMBRELLA

Umbrella Excess

Each Event General Total

Limits of Liability: /

Option 1: \$

Option 2: \$

☐ General Liability

☐ Law Enforcement Liability ☐ Claims-made Occurrence

☐ Auto

Excess Errors & Omissions

Each Event General Total

Limits of Liability: /

Option 1: \$

Option 2: \$

☐ Public Entity Management Liability - Claims Made

☐ Employee Benefits Liability - Claims Made

OTHER COVERAGE

1. Insurance coverage description:

2. Current insurance carrier or method (i.e. self-insurance):

3. Current Limits:

4. Current Deductible:

5. Current Premium:



EXPOSURES SUPPLEMENT PUBLIC SECTOR SERVICES

Name of Insured
Town of Tyngsborough

Proposed Effective Date
7/1/2011

Please check all of the operational exposures of the Public Entity below. Note that coverage may not be available for all operations or exposures.

Operations/Exposure

Do you have this exposure?

Airport	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Amusement Park	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Arena/Convention Center	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Athletic Participation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Blasting Operations	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Dam/Levee/Dike	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Daycare Center/Day Camps	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
EMT/Fire Department/Paramedic	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Health Department/Mental Health Department	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hospital/Clinic	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Housing Authority	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Jail, Detention Center	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Landfill/Dump/Refuse Site/Incinerator	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Library	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Liquor Liability	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Mechanical or Electrically Operated Amusement Devices	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Museum	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Nurse/Jail Nurse	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Nursing Home	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Pier, Dock, marina, Boat Slip/Ramp	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Port Authority	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Recreational Activities (Recreation, Fireworks, Water Activities, Rifle/Shooting Range - Public use, Golf Course, Fitness Center, Rodeo, Ski Facility)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Sanitation, Garbage Collection, Recycle Operations	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
School	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Sexual and Physical Abuse	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Shelter/Youth Home/Group Home	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Skate Park Facility	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Special Event (fairs, carnivals, festivals, parades)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Streets/Roads/Highways/Bridges	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Operations/Exposure**Do you have this exposure?**

Utilities: Electric

☐ Yes☒ No

Utilities: Gas

☐ Yes☒ No

Utilities: Sewer

☒ Yes☐ No

Utilities: Water

☐ Yes☒ No

Watercraft/Boat

☐ Yes☒ No

Zoo

☐ Yes☒ No

Other Exposure _____

☐ Yes☐ No

If you answered "Yes" to any of the above, please complete the corresponding supplemental application(s).

Please read the statement applicable to your state. If your state and/or line of business are not listed, please read the statement applicable to All Other States. Then sign, date and return with your application

ARKANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MINNESOTA: A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK (Non Auto): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact, may be violating state law.

PENNSYLVANIA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

VERMONT: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a crime, subjecting the person to criminal and civil penalties.

VIRGINIA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALL OTHER STATES: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Not applicable in Nebraska.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

CALIFORNIA FOR AUTO: IN ADDITION, ANY PERSON WHO KNOWINGLY MAKES AN APPLICATION FOR MOTOR VEHICLE INSURANCE COVERAGE CONTAINING ANY STATEMENT THAT THE APPLICANT RESIDES OR IS DOMICILED IN THIS STATE WHEN, IN FACT, THAT APPLICANT RESIDES OR IS DOMICILED IN A STATE OTHER THAN THIS STATE, IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

MASSACHUSETTS FOR AUTO: NOTICE: If you or someone else on your behalf gives us false, deceptive, misleading, or incomplete information that increases our risk of loss, we may refuse to pay claims under any or all of the Optional Insurance Parts and we may cancel your policy. Such information includes the description and the place of garaging of the vehicle(s) to be insured, the names of operators required to be listed and the answers to questions in this application about all listed operators. Check to make certain that you have correctly listed all operators and the completeness of their previous driving records. The Merit Rating Board may verify the accuracy of the previous driving records of all listed operators, including that of the applicant for this insurance.

NEW YORK FOR AUTO: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION. **FOR OTHER LOBS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

RHODE ISLAND: In Rhode Island this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? ☐ Yes ☐ No

TENNESSEE FRAUD WARNING: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

Signature

Date